BATTLE CREEK, INCORPORATED

MIAMI SPRINGS, FLORIDA

GUEST LEDGER

NAME

Mrs. J. W. Clarke

Rt # 4 Trenton New Jersey

2/8/35

J. W. V. Curtis

ROOMS	RATE	ARRIVAL	DEPARTURE	DAYS
219	7=	1/30 9 PM.		

ITEMS	DATE 1/31	DATE 2/1	DATE 2/2	DATE	DATE	DATE	DATE
Local Phone Tally							
Room and Meals	7.00	7.00	7.00				
Medical Attention		2.00					
Tray Service							
Sundries							
Local Phone							
Long Distance	Laboratory Tests		13.00				
Telegrams							
C. O. D.							
Laundry							
Teller			34.00				
Bus							
Baggage							
Garage							
Cash Advances							
Today's Charges							
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

Feb 1

Cook County

Serology

Wassermann

Amici Exhibit 56

2706

NAME

Mrs. J. W. Davis

Rt. #4 Trenton New Jersey

2/12/35

Dr. V. Castro

2/9	7C	1/30 9 P.M.	

ITEMS	DATE 2/3	DATE 2/4	DATE 2/5	DATE 2/6	DATE 2/7	DATE 2/8	DATE 2/9
Local Phone Tally							
Room and Meals	7 00	7 00	7 00	7 00	7 00	7 00	7 00
Medical Attention							
Trey Service							
Sundries Sheets	2 50				1 50		1 25
Local Phone		10		10		10	10
Long Distance			35				
Telegrams							55 00
C. O. D.							
Laundry							
Teller							
Bus							
Baggage							
Garage							
Cash Advances							
Today's Charges							
Previous Charges							
TOTAL CHARGES							
Credits							
Due Today							

LM/S

Amici Exhibit 62

1009 | CHECK NO 11373

ED. | DATE PAID

an. 4, 1936 | 1/4/36

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Hugh M. Morris

Check sent with letter

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 5,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42-H		5,000.00

62/3

Chicago, Ill. May 15, 1940

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of -

Thomas D. Haight ——— $ 15,000.00

Fifteen Thousand and no/100 Dollars

On account of services rendered in the Root and Globe cases - as per request of Mr. H. J. Halle (see his letter to Mr. Coates 5/4/40)

CHARGE TO 42 - Reserve for Patent Litigation - Root Inc. - $3300.00
Globe Cotton - 11,700.00

Approved [signature]

Total Advance ———

Approved [signature]

6/1/40

Amici Exhibit 63

2763

5/15/40	On account of Services rendered in the Root and Globe Cases	15,000.00
	To be allocated $3,300.00 to the Root case and $11,700.00 to the Globe case.	

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
		HD		MLO	HD	
VOUCHER CLERK	ACCOUNTANT	CHECKWRITER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Smici Exhibit 63

2754

63-A

Amici Exhibit 63

VOUCHER NUMBER 5086 | CHECK NO. 9053

DATE ISSUED 5/15/40 | DATE PAID MAY 15 1940

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Thomas E. Haight.

ck. sent to our New York Office

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$15,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42 Reserve for Pat. Lit. Root Suit		3,300.00
" " " " " Globe "		11,700.00
		15.000.00

43/3

ORM 54

Chicago, Illinois Jan 2nd 1929

ACCOUNTING DEPARTMENT:—

Please issue voucher in favor of --

Thomas G. Haight ——— $10,000 00

Ten Thousand and no/100 ——— Dollars.

On account of To apply on account as per telephone request of FLB to HGH from Newyork 12/26/28 - as per attached memo

CHARGE TO 30 - Assignment - Depos re Warner Hamilton

6223

Approved HGH

Approved D R Lenske

HGH

Check to Fka 1/2/29

Amici Exhibit 64

2756

Amici Exhibit 64

WALL, HAIGHT, CAREY & HARTPENCE

Counsellors at Law

15 Exchange Place,
Jersey City, N.J.

Jan. 4, 1929

Universal Oil Products Co.,
111 Broadway,
New York, N.Y.

TEXAS VS. WARNER QUINLAN

Gentlemen:-

I acknowledge with thanks receipt of a check for $10,000 to my order to apply on account of services and disbursements in the above matter.

Very truly yours,

T.G. Haight

64/2

Send 10,000 to Judge Haight
Jamaica a/c. per telephone
request of Dec 26 from Nyc 12/26/28.
after conference with Knights

Chas Green

Atlantic 1st Nat Bank

RECEIVED
DEC 26 1928
ACCOUNTING DEPARTMENT

RUSH
TIME

1/2/29 $42295 To apply on account as per telephone request of F.L.B. to W.J.H. from New York 12/26/28 - as per notached memo. 10,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BOOK	AUDITOR	CASHIER	CLERK

Amici Exhibit 64

Amici Exhibit 64

VOUCHER NUMBER 1002 CHECK NO. 176 N.Y.

DATE ISSUED 1/2/29 DATE PAID 1-2-29

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN-AVENUE
CHICAGO

TO Thomas G. Haight,
15 Exchange Place
Jersey City N. J.

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$10,000.00

DISTRIBUTION

NAME OF ACCOUNT	AMOUNT
30 - Infringement Texas Co-Louisiana Oil Co	10,000 00

64/5

TOTAL

Amici Exhibit 65

UNIVERSAL OIL PRODUCTS COMPANY

JERSEY CITY, N. J. June 19, 1952

TO WALL, HAIGHT, CAREY & HARTPENCE, D.

COUNSELLORS AT LAW

NO 15 EXCHANGE PLACE

On account of services to date in the matter of Universal Oil Products Company v. Cosden Oil Company, La Salle Petroleum Company, South Texas Gas Company, Globe Oil & Refining Company, Orient Petroleum Company and White Eagle Oil & Refining Company $5,000 00

Received Payment

_____

65/

Amici Exhibit 65

UNIVERSAL OIL PRODUCTS COMPANY

JERSEY CITY, N. J. June 18, 19

To WALL, HAIGHT, CAREY & HARTPENCE, Dr.

COUNSELLORS AT LAW

(NO 18 EXCHANGE

On account of services to date in the matter of Universal Oil Products Company v. Winkler-Koch Engineering Company and Root Refining Company . . . . . $

Received Payment

_____

6/18/32	On account of services to date in the matter of Universal Oil Products Company v. Cosden Oil Company, La Salle Petroleum Company, South Texas Gas Company, Globe Oil & Refining Company, Orient Petroleum Company and White Eagle Oil & Refining Company	$ 5,000.00
6/18/32	On account of services to date in the matter of Universal Oil Products Company v. Winkler-Koch Engineering Company and Root Refining Company	5,000.00
		$10,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
WFS		WFS		WFKO	aug	
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Amici Exhibit 65

2763

Amici Exhibit 65

VOUCHER NUMBER	6139	CHECK No	1802
DATE ISSUED	June 24, 1932	DATE PAID	6/24/32

UNIVERSAL OIL PRODU' CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, ILL.

TO Wall, Haight, Carey & Hartpence
15 Exchange Place,
Jersey City, N. J.

AMOUNT	DISCOUNT	NET AMOUNT
$	$	10,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
22- Winkler-Koch-Roc[illegible]		5000.00
22-Jenkins Infringe[illegible]		5000.00
		10,000.00

6-5/4

Chicago, Illinois March 2 1934

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of ----------

Wall, Haight, Carey & Hartpence $ 15000 00

Fifteen thousand & no/100 ---------- Dollars

On account of Services of Judge J.G. Haight in
re Root case
per Wm Behrens memo of Mar 2 to Obenchain.

CHARGE TO 48 H Reserve for Legal Exp

Approved

Amici Exhibit 66

2765

3/2/34	Services of Judge T. C. Haight in Root Case - per wire from W. M. Behrens dated March 2, 1934		$ 15,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Amici Exhibit 66

3009	CHECK NO 3215
rch 2, 1934	DATE PAID 3/2/34

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, ILL.

Wall, Haight, Carey & Hartpence

Check mailed out with letter by Mr. Lenahm to Wall, H.C.& H but mailed to New York Office to Mr. Behrens for them to forward

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 15,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
-H Reserve for Legal Bills		15,000.00

Amici Exhibit 67

UNIVERSAL OIL PRODUCTS COMPANY

Jersey City, N. J., November 15, 1935

To WALL, HAIGHT, CAREY & HARTPENCE, DR.
Counsellors at Law
No. 15 Exchange Place

To services in the matter of UNIVERSAL OIL PRODUCTS COMPANY v. WINKLER-KOCH ENGINEERING COMPANY and ROOT REFINING COMPANY as follows:

1930		
May	1	Conference in New York with Mr. Reichmann and Mr. Belknap
	26	Writing Mr. Reichmann acknowledging receipt of answers and interrogatories.
June	2	Writing Mr. Reichmann re moving to strike out allegations
	5	Conference with Messrs. Hall, Reichmann, et al.
	6	" " " " " " "
	17	Telephone conference with Judge Morris.
		Conference with Judge Morris arranging to retain him.
	19	Writing Mr. Belknap re retaining Judge Morris and sending Mr. Reichman copy of letter.
July	1	Writing Universal Oil Products Company.
		Writing Judge Morris.
1931		
June	2	Writing Mr. Reichmann re fixing date for argument.
		Writing Mr. Berl re fixing date for argument.
	15	Writing Mr. Reichmann re fixing date for argument.
		Writing Mr. Berl re fixing date for argument.
	17	Telephone conference with Mr. Belknap.
		Writing Mr. Belknap requesting copy of interrogatories and copy of defendants' objections thereto.
		Writing Mr. Logan re fixing date for argument some time during latter part of June or first part of July.
		Writing Mr. Berl re fixing date for argument.

Amici Exhibit 67

June 23 Writing Mr. Berl re setting argument for July 20th.
Writing Judge Morris re conference before argument.
Writing Mr. Thomas re conference before argument.

25 Writing Mr. Thomas re conference.
Writing Judge Morris re conference.
3 telephone conferences with Mr. Belknap.

29 3 " " " " "

30 Writing Judge Morris re appointment.

July 2 Conference with Mr. Belknap on train to New York; telephone conference with Judge Morris.

3 Conference in New York with Judge Morris and Mr. Belknap.

6 Telephone conference with Mr. Belknap.

18 Telephone conference with Judge Morris.
Preparation for argument.

19 Trip to Wilmington.

20 At Wilmington on argument of objections to interrogatories.

27 Going over draft of brief prepared by Judge Morris and supplement prepared by Mr. Thomas; 2 telephone conferences with Judge Morris re same.

30 Writing Judge Morris acknowledging copies of his brief in opposition to defendants' objections to our interrogatories.
Sending Mr. Halle, Mr. Belknap and Mr. Reichmann copies of our brief in opposition to defendants' objections to our interrogatories.

31 Writing Judge Morris acknowledging copies of his brief in opposition to defendants' interrogatories.
Sending Mr. Halle, Mr. Reichmann and Mr. Belknap copies of brief in opposition to defendants' interrogatories.

Nov. 10 Writing Judge Morris acknowledging his letter of November 9th enclosing copies of orders entered by Judge Nields.

19 Telephone conference with Mr. Belknap.
Conference in New York with Messrs. Halle, Hall & Thomas.

20 Telephone conference with Mr. Thomas.
Conference with Mr. Thomas re interrogatories and re trial of case.

21 Conference in New York with Mr. Belknap.

Dec. 5 Writing Mr. Halle re conference.

14 Sending Mr. Thomas copies of defendants' answers to our interrogatories.
Sending Mr. Belknap copy of letter written to Mr. Thomas and copies of defendants' answers to our interrogatories.
Sending Mr. Behrens copies of letters written to Mr. Thomas and Mr. Hall and copies of defendants' answers to our interrogatories.

18 Telephone conference with Mr. Mahaffy.
Writing Judge Morris re setting date for trial.

21 Writing Judge Morris acknowledging his letter re date set for trial.
Writing Mr. Thomas re date set for trial and re preparation.

26 Writing Mr. Thomas re furnishing bill of particulars to Mr. Thiess.

29 Telephone conference with Mr. Hall.

31 Writing Mr. Thomas re conference.

1932

Jan. 4 Writing Mr. Gary re his letter to Mr. Thomas in reference to retaining certain experts.

4 Writing Mr. Thomas re letter written to him by Mr. Gary.

7 Telephone conference with Wm. F. Hall.

8 Conference in New York with Messrs. Halle, Hall, Thomas, Seguy and Behrens re procedure.
Writing Judge Morris re result of conference.
" Mr. Gary " " " "

Amici Exhibit 67

9 Writing Mr. Belknap re conclusions reached at conference.
13 Telephone conference with Mr. Halle.
14 " " " " "
20 " " " " Thomas.
21 Writing Mr. Gary acknowledging his letters of the 18th and 19th with enclosures.
Writing Mr. Behrens re extension of time.
Writing Judge Morris re getting date for trial.
23 " " " " " " " "
26 Writing Mr. Berl acknowledging his letter of the 25th.
30 Writing Judge Morris acknowledging his letter re date for trial.
Writing Mr. Hall notifying him that case has been set for May 16th; also notifying Messrs. Gary, Behrens and Thomas.
eb. 2 2 telephone conferences with Mr. Halle.
Writing Mr. Behrens acknowledging his letter of January 27th enclosing memorandum.
3 Writing Mr. Thomas acknowledging his letter of the 2nd in reference to preparation of new interrogatories.
4 Writing Mr. Hall acknowledging his letter of February 3rd.
11 Writing Mr. Thomas re his judgment as to patents on which we will rely.
24 Telephone conference with Mr. Halle.
Writing Mr. Hall acknowledging his letter of February 10 re extension of time for filing answers.
Writing Mr. Logan re extension of time for filing answers.
Sending Judge Morris copy of letter written to Mr. Logan.
25 Telephone conference with Mr. Halle.
" " " Mr. Thomas
Writing Mr. Thomas re preparation of bills of particulars and notices.
Writing Mr. Berl acknowledging his letter of February 24 enclosing motions for bills of particulars.

Amici Exhibit 67

26 Telephone conference with Mr. Hall.

29 Writing Mr. Gary re letter to be written to Mr. Thiess.
Writing Mr. Berl re trial of case.

Mar. 1 Writing Judge Morris re getting date for hearing objections to interrogatories.
Writing Mr. Logan acknowledging his letter of the 29th re the filing of objections to the interrogatories propounded by defendant.

2 Writing Mr. Behrens acknowledging his letter of February 29th enclosing copy of letter received from Mr. Howard.

3 Writing Mr. Thomas re bills of particulars.

5 Sending Judge Morris copy of defendants' objections to our last interrogatories and asking him to get date for argument.
Sending Mr. Thomas copies of defendants' objections to our last interrogatories and asking him to get in touch with Judge Morris re date for argument.
Writing Mr. Berl acknowledging his two letters of March 4th.

Mar. 10 Writing Judge Morris acknowledging his letter stating that April 2nd has been set for argument of objections to interrogatories.
Writing Mr. Thomas advising him that April 2nd has been set for argument of objections to interrogatories and asking him to get in touch with Judge Morris.

11 Writing Mr. Thomas advising him of date fixed for hearing on objections to interrogatories.

14 Writing Mr. Thomas re filing objections to interrogatories propounded by defendant.
Sending Judge Morris copy of interrogatories and copy of letter written to Mr. Thomas.

23 Sending Mr. Halle answers to interrogatories for signature.
Writing Mr. Hall re appointment.

24 Conference with Mr. Hall.

Amici Exhibit 67

Telephone conference with Mr. Halle.
" " " Mr. Thomas.
Writing Mr. Behrens acknowledging his letter of the 23rd with enclosures.
Writing Mr. Belknap re status of case.
26 Telephone conference with Judge Morris.
29 " " " Mr. Behrens.
Writing Mr. Hall re memorandum in respect to interrogatories and sending him copy of telegram received from Mr. Belknap.

pril 1 Telephone conference with Judge Morris.
Preparing for argument of objections to interrogatories; trip to Wilmington.
3 Before Judge Nields at Wilmington on argument of objections to interrogatories.
4 Writing Mr. Halle re developments on argument at Wilmington.
30 Telephone conference with Mr. Behrens.

ay 2 2 telephone conferences with Mr. Behrens.
Telephone conference with Mr. Halle.
Conference with Mr. Halle.
Telephone conference with Mr. Mahaffy.
Writing Mr. Hall re conference.
4 2 telephone conferences with Mr. Behrens.
Telephone conference with Mr. Hall.
" " " Mr. Halle.
5 2 telephone conferences with Mr. Mahaffy.
Telephone conference with Mr. Halle.
" " " Mr. Behrens.
" " " Mr. Hall.
6 " " " Mr. Halle.
9 " " " Mr. Belknap.
" " " Mr. Hall.
" " " Mr. Behrens.

Amici Exhibit 67

Writing Judge Morris acknowledging copy of defendants' a
swer, etc.

Sending papers received from Judge Morris to Mr. Thoma

10 Telephone conference with Mr. Halle.

Writing long letter to Judge Denison re inability to adjou
case.

Writing Mr. Hall re appointment.

Writing Judge Morris re appointment.

11 Sending Mr. Thomas copies of defendants' objections and a
swers; also copies of defendants' motions for further pa
ticulars.

13 Conference with Mr. Belknap.

16 Telephone conference with Mr. Belknap.

17 Conference with Messrs. Thomas and Hall.

18 Conference with Messrs. Thomas and Hall preparing for p
paring for trial.

23 Telephone conference with Mr. Hall.

26 " " " Mr. Behrens.

June 1 Conference in New York with Mr. Halle and others.

2 Telephone conference with Mr. Behrens.

14 Conference with Mr. Halle and others preparing case for tri

15 All day at Atlantic City preparing case for trial.

16 " " " " " " " " "

17 " " " " " " " " "

19 Preparing for trial; preparation of opening statement, etc.

20 Telephone conference with Mr. Thomas.

Conference in New York with Messrs. Pyzel and Hanna go
over their testimony; conference with Mr. Thomas.

21 At Wilmington in trial of case.

22 " " " " " "

23 " " " " " "

24 " " " " " "

Amici Exhibit 9

27 Trip to Wilmington from Boston.
28 At Wilmington in trial of case.
29 " " " " " "
30 Conference in New York with Mr. Halle.

July 1 Conference in New York with Mr. Jones, Mr. Halle and others
4 Trip to Wilmington.
5 At Wilmington in trial of case.
6 " " " " " "
7 " " " " " "
8 " " " " " "
11 " " " " " "
12 " " " " " "
13 " " " " " "
14 " " " " " "
15 " " " " " "
18 " " " " " "
19 " " " " " "
20 " " " " " "
21 " " " " " "
22 " " " " " "

Sept. 12 Writing Mr. Behrens.
" " Mahaffy.
" " Berl.
" " Hall.
13 " " Mahaffy.

Sept. 13 Writing Mr. Hall.
" Mr. Behrens.
15 Writing Mr. Mahaffy re printing record.
16 Telephone conference with Mr. Behrens.
" " " Mr. Mahaffy.
Conference with Mr. Hall in reference to brief.

Amici Exhibit 67

26 Writing Judge Morris.
" Mr. Behrens.
" Mr. Hall.

27 Telephone conference with Mr. Logan in reference to defendants' motion to open case and take additional testimony.
Telephone conference with Mr. von Holst.
" " " Mr. Hall.
" " " Mr. Halle.
" " " Judge Morris.

28 " " " Mr. von Holst.

29 Writing Mr. Hall.
Telephone conference with Mr. Mahaffy.

Oct. 3 Going over proposed testimony sought to be introduced by defendants.
Conference in New York with Mr. Belknap.

4 Writing Mr. von Holst.
Writing Mr. Hall.

5 2 telephone conferences with Mr. Belknap.

12 Writing Company re letters offered in evidence in Wilmington.
Writing Mr. Hall acknowledging his letter of October 11th and sending him copy of letter written to Mr. Mahaffy.
Writing Mr. Mahaffy re preparation of record.
Writing Mr. Thomas re payment for printing of record.

13 Writing Mr. Logan acknowledging his letter of October 10th re date set for argument on defendants' petition to re-open case.

21 Telephone conference with Mr. Belknap.

Dec. 19 Writing Mr. Hall re preparation of brief.

20 Writing Mr. Hall re date set for argument.

22 Writing Mr. Hall re preparation of brief.

23 Writing Mr. Hall re going over brief.

Amici Exhibit 67

1933

Jan. 9 Telephone conference with Mr. Halle.
Writing Mr. Mahaffy asking for extension of time for filing brief.

17 Acknowledging Mr. Mahaffy's letter of January 12th setting dates for filing of briefs and argument.

23 Telephone conference with Mr. Hall.
" " " Mr. Thomas.

25 Conference with Messrs. Hall and Thomas going over galley proof of brief.

27 Going over galley proof of brief.

28 Conference in New York with Mr. Hall.

Feb. 1 Going over draft of brief and writing Mr. Hall re suggested changes.

2 Telephone conference with Mr. Hall
" " " Mr. Halle.
" " " Mr. Behrens.

2 Going over draft of brief and writing Mr. Hall re suggested changes.

7 Trip to Washington; conference with Mr. Hall re brief and telephone conference with Mr. Thomas.

9 Examining and revising redrafted brief; conference with Mr. Thomas.

10 Revising redrafted brief; conference with Mr. Hall.

Mar. 8 Conference with Mr. Halle.

28 Telephone conference with Mr. Halle.
" " " Mr. Thomas.
Writing Mr. Hall re conference in Atlantic City for purpose of preparing reply brief and preparation of argument.

30 Writing Judge Morris re conference.
Writing Mr. Hall re conference.

Amici Exhibit 67

Apr.	3	Writing Mr. Hall re conference. Writing Judge Morris re conference.
	4	Telephone conference with Mr. Hall.
	5	" " " Mr. Halle.
	7	" " " " " " " " Mr. Hall.
	10	Telephone conference with Mr. Hall. " " " " Halle. " " " Mr. Mahaffy. Conference with Judge Morris, Messrs. Hall, Behrens, etc., preparation for trial.
	17	Trip to Atlantic City; working on train and in Atlantic City conference with Messrs. Hall and Thomas.
	18	At Atlantic City preparing for trial.
	19	" " " " " "
	20	At Wilmington in argument of case.
	21	" " " " " "
	25	Telephone conference with Mr. Behrens.
May	4	Correcting transcript of argument. Returning corrected transcript to Mr. Seguy.
	5	Telephone conference with Mr. Halle. " " " Mr. Hall. Going over reply brief. Writing Mr. Hall re reply brief. Writing Mr. Behrens re reply brief.
	8	2 telephone conferences with Mr. Hall. Conference with Mr. Hall.
	10	Telephone conference with Mr. Hall.
	12	Conference with Mr. Hall.
	19	Telephone conference with Mr. Behrens.

Amici Exhibit 67

22 Writing Mr. Hall acknowledging defendants' last memorandum and his reply to same.

24 Going over draft of reply brief and writing Mr. Hall re suggested changes.

25 Telephone conference with Mr. Halle.
" " " Judge Morris.
" " " Mr. Hall.
" " " Mr. Whitney.

May 26 Telephone conference with Mr. Halle.
Conference with Mr. Hall.

Dec. 11 Writing Judge Morris re further procedure.

14 Writing Mr. Thomas re calling decision to attention of Judge Nields.

1934

Jan. 13 Acknowledging Judge Morris' letter of January 11th enclosing copy of petition.
Sending petition to Mr. Hall for his comments.

22 Going over motion to reopen and writing Mr. Hall.
Writing Judge Morris re opposing motion.

23 Wiring Mr. Hall re conference.

25 Conference with Mr. Hall; drafting stipulation; writing Judge Morris and Mr. Logan.
Telephone conference with Mr. Logan.

31 " " " Mr. Behrens.

Feb. 2 Going over stipulation prepared by Mr. Von Holst and writing Mr. Hall and Mr. Logan re same.

May 3 Conference with Mr. Thomas in Washington and telephone conference with Mr. Mahaffy in Wilmington.

4 Conference with Messrs. Halle, Whitney and Hall going over draft of decree.
Telephone conference with Mr. Halle.
" " " Mr. Hall.

Amici-Exhibit 67

7 Drafting decree and sending copies of same to Messrs. Hal
Thomas and Behrens.

8 Writing Mr. Hall re form of final decree.

10 Revising decree and sending same to Judge Morris.
Writing Mr. Hall re decree.

May 14 2 telephone conferences with Mr. Whitney.
Writing Judge Morris re settlement of final decree.

15 Writing Mr. Behrens re preparation of statement by Company
Writing Mr. Hall re settlement of decree.

16 Telephone conference with Mr. Thomas.
" " " Mr. Hall.

17 Revising decree.
Telephone conference with Mr. Hall.
" " " Mr. Behrens.
" " " Mr. Logan.
Sending revised decree to Judge Morris.
Sending copy of revised decree to Messrs. Logan, Hall, Thomas
and Behrens.

18 Telephone conference with Judge Morris.
Writing Mr. Hall re needing two separate decrees.

21 Telephone conference with Mr. Mahaffy.
Conference with Mr. Behrens.
Writing Judge Morris asking for certified copy of each decree
Writing Mr. Logan acknowledging his letter of May 18th.

23 Sending copy of each decree to Mr. Behrens.
Writing Judge Morris acknowledging copies of decrees.

25 Writing Judge Morris acknowledging certified copies of de
crees.
Sending copies of certified decrees to Mr. Behrens.

June 4 Writing Mr. Behrens.

15 " " "

Amici Exhibit 67

19 Conference with Messrs. Halle, Hall, Whitney, Kingsland and Thomas re amount of supersedeas bond to be asked for; arranging for attendance on hearing on motion; examination of law, etc.

20 Writing Mr. Behrens re papers received from Judge Morris.

28 Writing Mr. Hall.

30 " " "

July 2 Telephone conference with Mr. Logan.
" " " Mr. Halle.

3 Writing Mr. Hall.

Aug. 5 Considering Mr. Hall's letter and writing him.

Sept. 5 2 telephone conferences with Mr. Seguy.

17 Writing Judge Morris.

25 Telephone conference with Mr. Hall.

26 2 telephone conferences with Mr. Behrens.
Telephone conference with Mr. Hall.

27 Telephone conference with Mr. Behrens.
Conference with Mr. Hall.
Writing Judge Woolley.

28 Revising and completing letter to Judge Woolley.
Telephone conference with Mr. Behrens.
2 telephone conferences with Mr. Whitney.
Telephone conference with Mr. Halle.
" " " Mr. Halle.

Sept. 28 Writing Mr. Behrens.
" Mr. Whitney.
" Judge Morris.

Oct. 3 " " "

4 " "

Amici Exhibit 67

5 Acknowledging Judge Woolley's letter of October 4th en
ing copy of letter written to Judge Denison.
Sending Messrs. Whitney, Hall, Morris and Behrens cop
letter written to Judge Denison by Judge Woolley.

Nov. 7 Telephone conference with Mr. Hall.
8 Conference with Mr. Hall.
13 Writing Mr. Thomas re preparation of brief in Circuit C
of Appeals.
19 Writing Mr. Hall.
21 Conference with Mr. Hall in Washington.
26 Telephone conference with Mr. Whitney.
2 telephone conferences with Mr. Thomas.
Writing Mr. Hall.
" Mr. Whitney.

Dec. 3 Writing Mr. Hall.
Telephone conference with Mr. Whitney.
5 " " " " "
10 " " " Mr. Hall.
Writing Judge Denison.
11 Reading defendants' brief.
Telephone conference with Mr. Hall.

Dec. 12 Reading defendants' brief preparatory to drafting reply.
13 Conference in New York drafting brief.
14 " " " " " "
Examination of law.
15 Conference with Mr. Hall re brief.
Examination of law.
17 Examination of law and dictating memorandum.
5 telephone conferences with Mr. Seguy.
Revising brief.
2 telephone conferences with Mr. Hall.
Writing Mr. Hall.

Amici Exhibit 67

18 At work on brief.

19 Conference in New York working on brief.

20 Checking brief, etc.
2 telephone conferences with Mr. Seguy re changes in brief.

21 Telephone conference with Mr. Seguy.

27 " " " Judge Morris.
" " " Mr. Seguy.
" " " Mr. Hall.

31 Preparing for argument.

1935

Jan. 1 Preparing for argument.

2 " " "
Writing Mr. Hall.

3 Preparing for argument.

Jan. 4 Conference with Messrs. Hall and Thomas preparing for argument.
Telephone conference with Judge Morris.
" " " Mr. Behrens.

5 Preparing for argument.

6 Trip to Philadelphia; at work on train and in the evening.

7 Argument of case in Circuit Court of Appeals.

8 Telephone conference with Mr. Behrens.
" " " Judge Morris.
Writing Mr. Rowland.
" Mr. Behrens.
Conference with Mr. Hall drafting supplemental memorandum.

9 2 telephone conferences with Mr. Hall.
At work on supplemental memorandum.

Amici Exhibit 67

Writing Mr. Hall sending him draft of supplemental mem
randum.

10 Examination of law re right of plaintiff in equity to volunta
dismissal of his bill.
Revising supplemental memorandum.

11 Further revision of supplemental memorandum.
2 telephone conferences with Mr. Hall.
3 " " " Mr. Seguy.

12 At work on memorandum.
Telephone conference with Mr. Hall.

14 " " " Mr. Seguy.

14 Telephone conference with Mr. Hall.
" " " Judge Morris.
Conference with Mr. Whitney.
Sending copy of Supreme Court decision in Smith v. Snow
Judges Buffington, Davis and Thompson with letter.

16 Telephone conference with Mr. Halle.

Feb. 6 Telephone conference with Mr. Hall.
Writing Mr. Seguy.

7 Examination of law and preparation of memorandum
joinder of parties to patent suit.

8 Examination of law and preparation of memorandum
joinder of parties to patent suit.
Telephone conference with Mr. Whitney.

11 " " " " "

14 Examination of law and preparation of memorandum
joinder of parties to patent suit.

15 Examination of law and preparation of memorandum
joinder of parties to patent suit.

16 Examination of law and preparation of memorandum
joinder of parties to patent suit.

19 Telephone conference with Mr. Seguy.
" " " Mr. Behrens.

20 " " " Mr. Seguy.

Amici Exhibit 67

	27	Conference in New York.
Mar.	8	Telephone conference with Mr. Thomas.
Apr.	1	2 telephone conferences with Mr. Behrens. Telephone conference with Mr. Thomas.
	2	2 telephone conferences with Mr. Thomas.
	4	Telephone conference with Mr. Thomas.
Apr.	9	Drafting memorandum re Dubbs patent. Writing Mr. Whitney.
	15	Conference with Mr. Halle.
May	17	" " " "
	20	Reading letter written by Mr. Pyzel to Mr. Halle and affidavit enclosed therewith re differences between Trumble-Dubbs early negotiations for license, experimentations, etc.
June	27	Telephone conference with Mr. Hall.
		" " " Mr. Whitney.
		" " " Judge Morris.
		" " " Mr. Behrens.
		Conference with Mr. Whitney.
		Writing Mr. Rowland.
	28	Telephone conference with Judge Davis.
		" " " Mr. Whitney.
July	31	" " " Mr. Halle.
		" " " Mr. Hall.
		" " " Mr. Behrens.
		" " " Mr. Thomas.
Aug.	1	2 telephone conferences with Mr. Hall. Reading petition for rehearing. Conference with Mr. Whitney.

Amici Exhibit 67

2 Conference with Messrs. Hall and Seguy; examination of briefs, petition for rehearing, etc.

6 Working on answer to petition for rehearing.

Aug. 12 Writing Mr. Hall re petition for certiorari; examining petition and order to withhold mandate, etc.

Sept. 9 Writing Mr. Von Holst.
" Judge Morris.

10 Going over petition for certiorari and other papers.
2 telephone conferences with Mr. Behrens.

11 2 " " " Mr. Whitney.

12 Conference in New York drafting brief in opposition to petition for certiorari.
Examination of law and preparation of memorandum re concurrence of lower courts on facts.

13 Telephone conference with Mr. Seguy.
2 telephone conferences with Mr. Whitney.
Conference with Messrs. Thomas and Seguy drafting brief in opposition to petition for certiorari.

14 2 telephone conferences with Mr. Thomas.
Long telephone conference with Mr. Whitney.
Wiring and writing Mr. Thomas.

16 Telephone conference with Mr. Behrens.
Revising brief in opposition to petition for certiorari.

17 Writing Mr. Hall.
Checking brief.

18 Examination of law re whether construction of patent is a question of law, etc.
3 telephone conferences with Mr. Whitney.
2 " " " Mr. Behrens.
Telephone conference with Mr. Thomas.

Amici Exhibit 67

STANDARD OIL PRODUCTS COMPANY

November 15, [illegible]

TO WALL, HAIGHT, CAREY & HARTPENCE, C[illegible]
COUNSELLORS AT LAW

-23-

[illegible] EXCHANGE PLACE

Sept.18 At work on brief in opposition to petition for certiorari.
Writing Mr. Hall.
19 Examination of law.
Telephone conference with Mr. Thomas.
Revising brief.
Wiring Mr. Hall.
20 Examination of law.
Telephone conference with Mr. Whitney.
" " " " Mr. Thomas.
Telephone conference with Mr. Seguy.
Revising brief.
21 Completing brief in opposition to petition for certiorari.
Telephone conference with Mr. Behrens.
Sending copies of brief to Mr. Thiess.
23 Sending copies of brief to Messrs. Morris, Whitney and Lahaffy.
24 Sending copies of brief to Messrs. Hall, Thomas and Behrens.
25 2 telephone conferences with Mr. Whitney.
Conference with Messrs. Whitney and Halle.
Oct. 1 Examining reply brief.
2 telephone conferences with Mr. Whitney.
Telephone conference with Mr. Behrens.
3 " " " Mr. Whitney.
6 2 telephone conferences with Mr. Halle.
9 Telephone conference with Mr. Behrens.

67/1

Amici Exhibit 67

UNIVERSAL OIL PRODUCTS COMPANY

Jersey City, N. J. November 15, 1934

To WALL, HAIGHT, CAREY & HARTPENCE, Dr.
COUNSELLORS AT LAW

-24-

No. 15 Exchange Place

Oct. 11	Telephone conference with Mr. Logan.		
14	2 telephone conferences with Mr. Thomas.		
16	Conference with Mr. Halle.		
17	Telephone conference with Mr. Halle.		
	" " " Mr. Behrens.		
21	" " " Mr. Behrens.		
	" " " Mr. Whitney.		
	" " " Judge Morris' Secretary		$25,000 00
1932	June 27th - Received on account -	$5,000.00	
1934	March 6th - " " " -	15,000.00	20,000 00
			$55,000 00

DISBURSEMENTS:

Telephone and Telegrams	$164.03	
Carfare, railroad fare & expenses -	466.51	
Opinions -	14.05	644 44
		$55,644 44

RECEIVED PAYMENT

Less - Payment
Voucher 1/1005 Appr. 644 44
$ 55,000 00

67/e

12/28/35 Services and Expenses from May 1930 thru Oct. 31, 1935 $ 35,644.88
Less: Payment 12/3/35 644.88
$ 35,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Amici Exhibit 67

Amici Exhibit 67

VOUCHER NUMBER	11460	CHECK NO.	4374
DATE ISSUED	Dec. 28, 1935	DATE PAID	1/7/36

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U.S.A.

Thomas J. Haight

TO [redacted]

15 Exchange Place
Jersey City, N. J.

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 55,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42-N Reserve for Legal Exp.		
16-A UOP vs. W. K. &		
Root Refg. Co.		✓ 55,000.00

Amici Exhibit 68

UNIVERSAL OIL PRODUCTS COMPANY

Jersey City, N. J. December 18, 1936

TO WALL, HAIGHT, CAREY & HARTPENCE, DR.

Counsellors at Law

No. 15 Exchange Place

To services in the matter of UNIVERSAL OIL PRODUCTS COMPANY v. ROOT PETROLEUM COMPANY, as follows:

1935		
Dec.	10	Conference with Messrs. Dwight, Whitney, Halle and Gary re substituting or adding Delaware corporation in various suits.
1936		
Jan.	10	Conference with Messrs. Hall, Thomas, Dwight, Whitney, et al re assigning patents to Delaware corporation rather than adding latter as a party in the various pending suits, examination of law, policy, etc.
	25	Examining proposed original bill in the nature of a supplemental bill, Gary's letter and authorities, and writing long letter to Gary.
Feb.	1	Examination of proposed original bill in the nature of a supplemental bill prepared by Gary; conference with Mr. Hall re same; examination of substitute draft prepared by Mr. Hall, also orders, etc.; writing Mr. Gary re same
	5	Telephone conference with Mr. Mahaffy.
Mar.	31	Examination of defendants' petition to Circuit Court of Appeals to interpose defense of abatement in District Court; examination of answer in District Court; examination of Supreme Court authorities and first agreement between Delaware corporation and South Dakota corporation.

Amici Exhibit 68

Telephone conference with Mr. Hall.
" " " Mr. Behrens.
" " " Mr. Berl.

Writing Mr. Behrens.

Apr. 4 Going over petition for leave to present defense of abatement; conference with Mr. Schumann; telephone conferences with Mr. Hall and Mr. Behrens.

8 Telephone conference with Mr. Behrens.

8 Telephone conference with Mr. Logan.

Writing Mr. Berl.

9 Wiring Mr. Logan.

10 Telephone conference with Mr. Hall.

11 Examination of proposed consent order in Circuit Court of Appeals re abatement plea; two telephone conferences with Mr. Hall re same and re interrogatories and possible procedure for handling defense of abatement.

13 Conference at Universal Office in New York with Messrs. Hall, Thomas, et al, re interrogatories, form of order to be entered in Circuit Court of Appeals re defense of abatement, suggested form of procedure, etc.

Telephone conference with Mr. Hall.

14 " " " Mr. Whitney.

15 Writing Mr. Logan.
" Mr. Hall.

17 " Mr. Whitney.

Telephone conference with Mr. Behrens.

21 Going over draft of answers to interrogatories; writing Mr. Hall, Mr. Whitney and Mr. Behrens re same.

22 Telephone conference with Mr. Hall.
" " " Mr. Behrens.

Amici Exhibit 68

23 Wiring Mr. Hall.
Writing Mr. Whitney.

24 Telephone conference with Mr. Whitney.
Examining Mr. Hall's letter and Mr. Whitney's letter; telephone conference with Mr. Behrens

29 Writing Mr. Whitney.

May 1 Telephone conference with Messrs. Behrens, Hall and Thomas
Writing Mr. Hall.
Writing Mr. Behrens.

8 Conference at Universal Office with Messrs. Hall, Thomas, et al, re procedure to be followed in respect to defendant's answer to supplemental bill; telephone conference with Mr. Berl, etc.

11 Writing Messrs. Hall, Whitney, Behrens and Thomas.
Writing Mr. Berl.

13 Writing Mr. Begl.

18 Writing Messrs. Behrens and Whitney.

20 Writing Mr. Hall.

27 Writing Mr. Berl.

28 Preparing for argument.
Telephone conference with Mr. Behrens.
Dictating points to be covered by memorandum.

29 Writing Mr. Behrens.
Writing Mr. Whitney.

June 1 Writing Mr. Hall.

2 Conference with Messrs. Hall and Thomas.

3 Preparation for trial.
Telephone conference with Mr. Behrens.

Amici Exhibit 68

5 Conference with Mr. Halle preparing for trial.
At work on trial brief.
8 " " " " "
Wiring Mr. Hall.
9 Trial of case in District Court at Wilmington.
10 Telephone conference with Mr. Whitney.
Examination of law.
11 Writing Mr. Hall.
17 Correcting transcript of trial and oral argument.
19 Writing Mr. von Holst.
26 Telephone conference with Mr. Hall.
Reading defendant's brief, memo of law, etc. preparatory to drafting brief.
29 Drafting brief.
30 Revising brief.
Telephone conference with Mr. Hall.

July 1 At work on brief.
Writing Mr. Behrens.
Writing Mr. Berl.
2 Completing brief.
Telephone conference with Mr. von Holst.
" " " Mr. Halle.
6 Examining reply brief and previous briefs.
20 Conference with Mr. Thomas.
Telephone conference with Mr. Hall.
Telephone conference with Mr. Halle.
Writing Judge Nields in answer to defendant's reply brief.

Amici Exhibit 68

UNIVERSAL OIL PRODUCTS COMPANY

JERSEY CITY, N. J. December 18, 1936

TO WALL, HAIGHT, CAREY & HARTPENCE, Dr.

COUNSELLORS AT LAW

-5-

No. 15 EXCHANGE PLACE

Sept.23 Conference with Mr. Dwight, accountants, etc. re treatment on books of two companies of transfer of patents to Delaware Company, etc.

Oct. 9 Telephone conference with Mr. Mahaffy.

* * * Mr. Behrens.

* * * Mr. Thomas.

11 Writing Mr. Mahaffy.

22 Drafting decrees on supplemental bills.

28 * * * * *

30 Sending drafts of decrees to Mr. Hall for suggestions.

Nov. 9 Writing Col. Kingsland.

10 Writing Mr. Hall.

17 At work on decrees on supplemental bills; writing Messrs. Hall and Berl.

18 Writing Col. Kingsland.

24 * * *

Writing Mr. Berl.

Telephone conference with Mr. Behrens.

27 Conference with Mr. Berl re changes proposed by defendant in decrees on supplemental bills; conference with Mr. Logan re same.

30 Telephone conference with Mr. Berl.

* * * Mr. Mahaffy.

Examination of law re right of defendant to appeal from decree on supplemental bill if order dismissing motion to vacate judgment is incorporated therein and re right to appeal from the order dismissing motion to vacate injunction; examination of previous proceedings, pleadings in re supplemental bill, and defendant's application to Cir-

68/1

Amici Exhibit 68

UNIVERSAL OIL PRODUCTS COMPANY

Jersey City, N. J. December 18, 1936.

To HALL, HAIGHT, CAREY & HARTPENCE, Esqs.
COUNSELLORS AT LAW
No. 15 EXCHANGE PLACE

-6-

cuit Court of Appeals for permission to file defense of abatement; drafting order on motion to vacate injunction; writing long letter to Mr. Berl as to propedure to be followed, reason why motion to vacate injunction should not be incorporated in decree on supplemental bill and why form of our order dismissing motion to vacate injunction should be adopted; writing Mr. Hall long letter to same effect.

Dec. 2 Writing Mr. Hall.

3 Telephone conference with Mr. Rowland.

Writing Mr. Whitney.

Writing Mr. Berl.

4 Writing Mr. MaMaffy.

Examination of opinion of Judge Nields overruling defendant's motion to vacate injunction.

9 Writing Mr. Berl.

1936 F. W. SCHUMANN:

Mar. 27 Examination of law and 1932 Bill of Sale - preparing memorandum of law.

30 . . . . . .

31 . . . . . .

Apr. 1 . . . . . .

2 . . . . . .

9 Examination of law re right of party furnishing answers to interrogatories to offer them in evidence, together with the interrogatories, if party demanding answers does not offer them.

10 . . . . . .

11 . . . . . .

13 . . . . . .

65/2

Amigi Exhibit 68

UNIVERSAL OIL PRODUCTS COMPANY

JERSEY CITY N. J. December 13, 1926

TO WALL, HAIGHT, CAREY & HARTPENCE, D.
COUNSELLORS AT LAW
-7-
NO. 15 EXCHANGE PLACE

Apr. 15	Examination of interrogatories, answers thereto and Mr. Halle's affidavit.	
May 16	Examination of pleadings to determine evidence required.	
28	Preparing trial brief.	
29	" " "	
June 1	" " "	
2	" " "	
3	" " "	
4	" " "	
5	" " "	
8	Preparing trial brief and examination of law of evidence re admissibility.	
9	Attendance at U. S. District Court in Wilmington.	
10	Drafting orders of consolidation.	
16	Examination of law re "assignments", Equity Rule 19 and memo of cases.	
17	" " " " " " " " " "	
20	" " " " " " " " " "	
22	Examination of law re "assignments", Equity Rule 19, memo of cases; and examination of defendant's brief and transcript of record on trial of supplemental bill.	
23	Preparing final decree.	
Aug. 19	At Universal Office conferring with Messrs. Behrens and Leonard re effect of tax situation on Root case.	$3,500 00

DISBURSEMENTS:

Telephone	-	$50.75
Telegraph	-	4.27
Railroad fare & Expenses	-	54.03
Opinions	-	11.00
		120 00
		$3,620 00

RECEIVED PAYMENT: _____

Amici Exhibit 68

UNIVERSAL OIL PRODUCTS COMPANY

JERSEY CITY, N. J. December 18, 1933

TO WALL, HAIGHT, CAREY & HARTPENCE, D.
COUNSELLORS AT LAW

NO. 15 EXCHANGE PLACE

To services in the matter of UNIVERSAL OIL PRODUCTS COMPANY v. BLACK GOLD REFINING COMPANY, from March 8, 1933 to June, 1934, consisting of conferences re various phases of the case, writing, letters, etc. . . . . $

Approved

RECEIVED PAYMENT

68/a

12/18/56	Services in the matter of Univ. Oil Prod. Co., vs Black Gold Refining Co., March 8, 1955 to June 1954.	200.00
12/18/56	Services in the matter of Univ. Oil Prod. Co., vs Root Pet. Company, Dec. 10, 1955 - Aug. 19, 1956	6,620.05
		6,820.05

Amici Exhibit 68

2799

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPR.	AUDITOR	CASHIER	CLERK

1439

Amici Exhibit 68

VOUCHER NUMBER	12387	CHECK NO.	4631
DATE ISSUED	1/8/37	DATE PAID	1/8/37

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Thomas B Haight

15 Exchange Pl., Jersey City, N.Y.

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 6,820.05

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42 H Royalties for Legal Calls		6820 05

68/ZK

Amici Exhibit 69

UNIVERSAL OIL PRODUCTS COMPANY

Jersey City, N. J. February 2, 1938

To WALL, HAIGHT, CAREY & HARTPENCE, Dr.
COUNSELLORS AT LAW

No. 15 Exchange Place

To services from December 24, 1936 to date in the United States Circuit Court of Appeals for the Third Circuit in UNIVERSAL OIL PRODUCTS COMPANY v. ROOT REFINING COMPANY, in the matter of the appeal of the Root Refining Company from an order of the United States District Court for the District of Delaware, whereby Universal Oil Products Company, a corporation of Delaware, was substituted for Universal Oil Products Company, a corporation of South Dakota, in the pending litigation, with the benefit of all proceedings theretofore had in the cause and with the right to continue to prosecute it, and wherein defendant's claim that the main case had abated before the trial thereof was overruled and the vacation of the injunction theretofore granted denied; such services consisting of examination of petition for appeal, assignments of error; various conferences and telephone conferences with Messrs. Berl, Mahaffy, Whitney, Hall, Behrens, Rowland, Von Holst, Thomas, et al; writing letters; examination of appellant's brief; drafting appellee's brief and revising and completing same, preparation for argument of appeal and argument of appeal in United States Circuit Court of Appeals in Philadelphia - $1,500 00

DISBURSEMENTS:	Telephone	$32.30	
	Printing Brief	177.85	
	Carfare and Expenses	18.95	
	Opinion	8.00	237 10

RECEIVED PAYMENT:_____ $1,737 10

691

Amici Exhibit 69

UNIVERSAL OIL PRODUCTS COMPANY

JERSEY CITY, N. J., February 2, 1938

TO WALL, HAIGHT, CAREY & HARTPENCE, D.
COUNSELLORS AT LAW,
NO. 15 EXCHANGE PLACE

To services in cases of UNIVERSAL OIL PRODUCTS COMPANY v. NATIONAL REFINING COMPANY, one in the Northern District of Ohio and the other in the District of Kansas, from February, 1932 to June, 1937, consisting of conferences with Messrs. Belknap, Malle, Brewster, Hall, Thomas, Behrens, Whitney, Dwight, Seguy, Blenko, Hatcher, Fulton, and others, both personal and telephone; writing letters; advice; examination of pleadings; arranging for amendment of bill in Kansas suit to include allegation of res adjudicata; examination and revision of amendment as drawn; examination of letters, report, answer and law re res adjudicata; preparing for trial; drafting trial brief and memo re depositions, etc. - - - - - - - - $7,500 00

DISBURSEMENTS:

Telephone and Telegraph	-	$100.00	
Carfare and Expenses	-	5.26	105 26
			$ 7,605 26

RECEIVED PAYMENT

49/2

2/2/38	Services from Dec. 24, 1936 to Feb. 2, 1938	1,500.00
	Expenses	237.10
		1,737.10
	Services and expenses Feb. 1932 to June 1937	7,605.26
		9,342.36

Amici Exhibit 69

2803

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

Amici Exhibit 69

VOUCHER NUMBER 1274 | CHECK NO 5750

DATE ISSUED 2/8/38 | DATE PAID FEB 1 - 1938

UNIVERSAL OIL PRODUCTS CO.

310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

Thomas B. Haight

TO Wall, Haight, Carey & Hartpence,

15 Exchange Place, Jersey City, N.J.

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 9,342.36

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
16- A		
U.O.P. vs Root Refg.	1,737 10	
U.O.P. vs National Refg.	7,605.26	
		9,342.36

69/4

Amici Exhibit 70

ALL HAIGHT CAREY & HARTPENCE
COUNSELLORS AT LAW

TELEPHONE BERGEN 4-7000

5 EXCHANGE PLACE
JERSEY CITY, N.J.

December 9, 1941

N.Y.
DEC 10 1941
S.S.A.

Dear Mr. Hallet:

I understand from my telephone conversation with you today that it will be satisfactory and, in fact, preferable, to make a payment on account of services in the Root Refining Company matter at this time.

Although on a per diem basis the amount would be in the neighborhood of $7,500., I am not disposed to ask at this time for more than $5,000.

Sincerely yours,

Mr. Hiram J. Halle,
50 West 50th Street,
New York City.

DEC 12 1941
PAYMENT

70/1

Amici Exhibit 70

UNIVERSAL OIL PRODUCTS COMPANY — December 8,

TO WALL, HAIGHT, CAREY & HARTPENCE. DR.

COUNSELLORS AT LAW

NO. 15 EXCHANGE PL

To services in the matter of UNIVERSAL OIL PRODUCTS COMPANY v. HANCOCK OIL COMPANY, from October 24, 1938 to date, on a per diem basis, consisting of conferences with Messrs. Halle, Whitney, Behrens, Hall, Thomas, and Brenko; writing letters to all of above and Messrs. Lyon & Lyon; going over motion and revising briefs for California Court; examination of opinion of Circuit Court of Appeals for the Ninth Circuit; examination of law; writing long letter to Messrs. Lyon & Lyon containing advice as to what brief should contain on main appeal to Circuit Court of Appeals, what argument should be made, etc. (3½ days); examination of petition for certiorari to Supreme Court; going over draft of brief and writing suggestions re same, etc. — — — $2,

DISBURSEMENTS:

Telephone and Telegraph	$32.04
Photostats	11.26
Postage	5.32

$2,

RECEIVED PAYMENT

DEC. 12

Amici Exhibit 70

UNIVERSAL OIL PRODUCTS COMPANY

Y CITY, N. J. December 9, 1941

TO WALL, HAIGHT, CAREY & HARTPENCE, DR.
COUNSELLORS AT LAW

NO 15 EXCHANGE PLACE

To general services from September 22, 1939 to date, consisting of conferences with Messrs. Hallé, Whitney, Behrens, and Seguy, including Russian and Japanese situation; examining copies of correspondence in various matters not charged to specific cases - - - - - - - - - - - $500 00

RECEIVED PAYMENT

DEC 12 1941

70/3

Amici Exhibit 70

HAIGHT, CAREY & HARTPENCE (COPY)

Counsellors at Law

15 Exchange Place
Jersey City

December 9, 1941

Dear Mr. Halle:

From time to time I have conferred with you and others on general matters connected with Universal, for which I could not make a charge against specific cases. I have also read continuously, as you know, the considerable amount of correspondence in various matters for which I could make no charge to specific cases.

As near as I can figure, a fair charge for this general work over a period of the last two and one-half years would be in the neighborhood of $500. I am accordingly sending you a bill for that amount. If it is not satisfactory to you, please do not hesitate to tell me.

Sincerely yours,

T. G. Haight (s)

Mr. Hiram J. Halle,
50 West 50th Street,
New York City.

Encl.

DEC 12 1941

Amici Exhibit 70

(COPY)

ALL, HAIGHT, CAREY & HARTPENCE

Counsellors at Law

15 Exchange Place

Jersey City, N. J.

December 9, 1941

Universal v. Hancock

Dear Mr. Halle:

As the above case has been shelved until the conclusion of the Globe case and as I have done a considerable amount of work in the matter, I thought that I should send you a bill for services and disbursements at this time. It is based entirely on a per diem basis, with nothing added for the importance of the litigation or the result. I hope you will find the same satisfactory.

Sincerely yours,

T. G. Haight (s)

Mr. Hiram J. Halle,
50 West 50th Street,
New York City.

Encl.

RECEIVED
DEC 12 1941

12/16/41	Services and Expenses for period Oct. 24, 1938 to December 9, 1941	2,049.02
	General Services from Sept. 28, 1939 to Dec. 9, 1941	500.00
	Services in the Root Refining Co. Matter. Per your letter dated Dec. 9, 1941	5,000.00
		7,549.02

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

Amici Exhibit 70

2810

Amici Exhibit 70

VOUCHER NUMBER 12110 | CHECK NO. 11243
DATE ISSUED 12/16/41 | DATE PAID DEC 16 1941

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Thomas G. Haight,
Wall, Haight, Carey & Hartpence
15 Exchange Place, Jersey City, N.J.

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 7,549.02

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
16a U O P vs Post		5000.00
16a U O P vs Hancock		2049.02
80B Genl Legal		500.00
		7549.02
42 F Remit for Legal Bills		
		70/7

Check to be sent to
J.M. Healy N.Y.

FEB 18 1941

Chicago, Ill. _____

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of -

Thomas G. Haight
c/o Wall, Haight Casey & Hartpence $ 18000 00

Eighteen thousand & no/100 _____ Dollars

On account of To apply on account of Judge Haight re charges per plan conclusion of Mr. Healy and Fenske

CHARGE TO Est. Reserve for Litigation Expense Globe Wall

Approved _____

Total Advance _____ Approved _____

Check mailed to Healy - Newyork office

Amicl Exhibit 71

2812

Healy - Newyork

FEB 18 1941

Check for $5,000.00 for

Judge Haight —

Wall, Haight Corey + Hartpence

mail tonight to Healy

2813
Amici Exhibit 71

2/18/41 To apply on account of Judge Haight re: Services per phone conversation of Mr. Healy and Lenske 18,000.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Amici Exhibit 71

2814

Amici Exhibit 71

VOUCHER NUMBER	CHECK NO.
7112	10175
DATE ISSUED	DATE PAID
2/18/41	FEB 18 1941

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Thomas C. Haight,
Wall, Haight, Carey and Hartpence
ok. sent to our New York Office

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 18,000.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
42 F - Reserve for Litigation Expense		18,000.00
UOPCo Explosion		
Re Hyde letters 2/13/41		
to Judge Haight		

71/4

FORM 24

Chicago, Illinois 6/26 1923.

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of - -

H M Morris — $2500.00

Twenty five Hundred & no/100 — dollars

On account of Retainer Paid H M Morris for representation in Swinkler-Koch Case, Gulf Refining Co vs Delaware E/T Gulf Refining Co vs Philadelphia, Fed Judge Haigh's letter to R L Bishop dated 6/19/23 & Bishop's letter to H J Haller 6/21/23

CHARGE TO

Gulf vs 7-U O P Lawsuit - 833 33
U O P vs Gulf (Philadelphia) 833 33
Universal vs White Eagle - W.K. 208 34
Universal vs Root Refining - W.K. 208 34
Universal vs Globe Refining - W.K. 208 33
Universal vs Skelly Oil Co W.K. 208 33
$2500 00

INDEX

Advance of R J Dunham Jr. 6/26/23

Approved J M Carter

Approved

Amici Exhibit 72

2816

6/24/50 Retainer paid H. M. Morris for representation in Winkler-Koch Cases, Gulf Refining Case in Delaware and the Gulf Refining Case in Philadelphia, per Judge Knight's letter to F. L. Kalkaup dated 6/19/50 and Kalkaup's letter to H. J. Kalle 6/24/50 $ 2,500.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

Amici Exhibit 72

Amici Exhibit 72

VOUCHER NUMBER 7003 | CHECK NO. 334
DATE ISSUED June 27, 1930 | DATE PAID 7/2/30

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO

TO H. M. Morris

Check mailed out by Mr. Lemke

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 2,500.00

DISTRIBUTION

NAME OF ACCOUNT	AMOUNT
30 Gulf vs 7 U O P Licensees	833 33
30 U O P vs Gulf (Philadelphia	833 33
30 Universal vs Globe Refining WK	208 33
30 Universal vs White Eagle WK	208 34
30 Universal vs Shelly Oil WK	208 33
30 Universal vs Root Refining WK	208 34
	2500 =
	72/3
TOTAL	

Chicago, Illinois June 8 1933

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of - - - - - -

Hugh M. Morris $ 750 00

Seventy five Hundred no/100 ——— Dollars

On account of Services rendered during work on Coal Referring to case, per authority of Tom Behrens Letter dated June 5 to Blevins.

CHARGE TO 42 A Reserve for Legal Bills.

Approved [illegible]

Approved [illegible]

79/1

Amici Exhibit 78

9819

6/8/38 Services rendered, during UCP Co. vs Root Refining Co. Case, per authority of W. M. Behrens letter June 8,th. to P. C . Lemche $7,500.00

DISTRIBUTION CORRECT	APPROVED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. BKPR.	AUDITOR	CASHIER	CLERK

Amici Exhibit 73

Amici Exhibit 73

VOUCHER NUMBER	6011	CHECK No.	2728
DATE ISSUED	6/8/33	DATE PAID	6/8/33

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO

TO Hugh M. Morris

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 7,500.00

DISTRIBUTION

NAME OF ACCOUNT	AMOUNT	
48-H- Reserve for Legal Bills	7500	00
TOTAL	7500	

Chicago, Ill. MAR 1 1942

ACCOUNTING DEPARTMENT:

Please issue voucher in favor of -

Hugh M. Morris $ 7500 00

Seventy five Hundred & 00/100 Dollars

On account of Services rendered in connection with Cook case, Mid Continent case and attendance in Bell Lewis case - per letter of February 28 1942

CHARGE TO 16 Infringement Suit

Approved

Total Advance

Approved

Amici Exhibit 74

3-4-48	Services rendered in connection with Root case, Mid Continent case and a retainer in Crew Levick case - per letter of February 20, 1948.	$7,500.00

Charge - Infringements
1/3 to Root
1/3 to Mid Continent
1/3 to Crew Levick

DISTRIBUTION CORRECT	APPRO'ED	ENTERED IN VOUCHER REGISTER	POSTED IN SUB-LEDGER	APPROVED FOR PAYMENT	ENTERED IN CASH BOOK	ENTERED IN INVOICE REGISTER ✓
	MC			MLO		GH
VOUCHER CLERK	ACCOUNTANT	BOOKKEEPER	ASST. SUPT.	AUDITOR	CASHIER	CLERK

Amici Exhibit 74

-040-

Amici Exhibit 74

VOUCHER NUMBER 3010 | CHECK NO. 11528
DATE ISSUED 8-5-42 | DATE PAID MAR 5 1942

UNIVERSAL OIL PRODUCTS CO.
310 SOUTH MICHIGAN AVENUE
CHICAGO, U. S. A.

TO Hugh M. Morris
DuPont Building,
Wilmington, Delaware

AMOUNT	DISCOUNT	NET AMOUNT
$	$	$ 7,500.00

DISTRIBUTION

ACCOUNT	AMOUNT	TOTALS
164 Infringement Suits		$7 500.00
Wilcox Mid Continent	2,500 00	
Wilcox Rock	2,500 00	
Wilcox Crum Lynch	2,500 00	

Amici Exhibit 75

Articles of Agreement entered into by and between Morgan S. Kaufman of the City of Scranton, in the County of Lackawanna and State of Pennsylvania, party of the first part, and Charles L. Stokley and Delta Stokley, his wife, of the Town of Mount Dora, in the County of Lake and State of Florida, party of the second part,

Witnesseth, that whereas the said Town of Mount Dora has taken certain property of the party of the second part, consisting of nine city blocks by means of a master's deed because of the failure to pay municipal taxes for paving, curbing, etc. and other taxes, amounting to somewhere in the neighborhood of $29,000, and

Whereas the said Town of Mount Dora has agreed to convey this certain property to the said Charles L. Stokley, or to his nominee for the sum of $10,000, and

Whereas the party of the first part has agreed to pay to the said Town of Mount Dora, on the request of the party of the second part, the said $10,000, upon the execution of a deed by the said Town of Mount Dora conveying the property to the said party of the first part, and

Whereas the party of the second part desires and agrees to pay to the party of the first part the said sum of $10,000, and in order to secure said payment to execute a deed for certain other property belonging to him which is free and clear of all encumbrance, to wit: a certain tract of land known as "My Pet Grove", consisting of about four acres; a certain other tract on which there is a building known as "Stokley's Cement Building in East Town"; and another tract or tracts on which there are five houses. (All of said properties to be fully and accurately described in the deed of conveyance).

It is mutually understood, agreed and covenanted by and between the parties that the party of the second part will pay on the said indebtedness of $10,000 to the party of the first part not less than Twenty-five hundred dollars ($2500) per year; and that at any time the party of the second part

desires to have sold at a fair and reasonable price any of the above mentioned properties the party of the first part will upon request in writing by the party of the second part convey unencumbered by him, the said property to be sold to the purchaser or purchasers on condition that the purchase price of said property or properties be applied to the reduction of the said $10,000 advanced or loaned by the party of the first part to the party of the second part.

It is further agreed by and between the parties hereto that the party of the second part will pay to the party of the first part interest on the said $10,000 or any part thereof at the rate of 8% so long as it stands unpaid.

It is further agreed by and between the parties hereto that the property consisting of a dwelling house, in which the party of the second part resides, and the outbuildings shall be kept insured in the name of the party of the first part, for a sum not less than $4000 and the party of the second part is to pay the premium on the same and deliver the policy of insurance to the party of the first part and that reasonable insurance will likewise be carried on the other buildings mentioned above.

It is further agreed that the party of the second part shall keep the taxes paid at the time or times they are due on all of the said properties and within fifteen days after payment present the receipts of said payment to the party of the first part.

The installments of $2500 together with interest shall be paid on or before the first day of April of each year, beginning in 1936 until the full amount of $10,000 together with interest shall have been paid.

The party of the second part hereby and herein agrees to furnish to the party of the first part at the time of the execution to him of the said deed by the Town of Mount Dora a title insurance policy showing that there is no encumbrance upon the said property conveyed by deed to the party of the first part except county and state taxes aggre-

Amici Exhibit 75

gating twenty-seven hundred dollars ($2700.00) which the party of the second part agrees to pay on or before February 20, 1936.

The party of the second part further agrees to give to the party of the first part a quit-claim deed for the property to be conveyed to him by the Town of Mount Dora.

The party of the first part agrees and covenants that he will not encumber any of the above mentioned properties and that when the party of the second part pays to him the Ten Thousand Dollars ($10,000) mentioned above together with the interest, he will convey to him or his nominee all of the above mentioned properties, unencumbered by him.

It is further understood and agreed by and between the parties hereto that the possession, management and control of the above mentioned properties under and subject to the terms of this agreement shall be and remain in the party of the second part.

In Witness Whereof the parties hereto have set their hands and affixed their seals on this 25th day of November, Nineteen hundred and thirty-five (1935).

Signed, Sealed and Delivered in the presence of

Elizabeth Chambers
Arthur C. Carsee

As to Morgan S. Kaufman.

L. R. Tremain
W. E. Snell

As to Charles L. Stokley and Delta Stokley.

MORGAN S. KAUFMAN
CHARLES L. STOKLEY or
C. L. STOKLEY
DELTA STOKLEY

MORGAN S. KAUFMAN

No. 207

NEW YORK, November 14 1935

CERTIFIED

THE PUBLIC NATIONAL BANK AND TRUST COMPANY

PAYABLE THRU NEW YORK CLEARING HOUSE WHEN PROPERLY ENDORSED

OF NEW YORK 70 WILLIAM STREET

N P 53-431

PAY TO THE ORDER OF THE PUBLIC NATIONAL BANK AND TRUST COMPANY OF NEW YORK $10000 00/100

PAYABLE THROUGH NEW YORK NOV 14 1935

DOLLARS

DO NOT DESTROY THIS CHECK

For to the order of Morgan S. Kaufman

NOV 27 1935

A-N 1-74

Amici Exhibit 76

Amici Exhibit 77

IN THE

DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNIVERSAL OIL PRODUCTS CO. vs. CREW LEVICK COMPANY	No. 9287 Dec. Term, 1935 In Equity

DOCKET ENTRIES

1936

Jan. 30. Bill of Complaint, filed.

" 30. Subpoena exit—returnable February 19th, 1936.

Feb. 5. Printed copy of Bill of Complaint filed.

" 11. Subpoena returned: "On Jan. 31, 1936, served" and filed.

" 18. Appearance of MacCoy, Brittain, Evans & Lewis, Esqs., for defendant, filed.

" 29. Stipulation of counsel extending time within which to file answer, etc., and Decree approving stipulation, filed.

Apr. 9. Answer filed.

May 5. Printed copy of Answer filed.

July 16. Plaintiff's motion for bill of particulars and Order of Court requiring defendant to file its bill of particulars or objections by Aug. 3, 1936, filed.

" 23. Objections to Plaintiff's Motion for Bill of Particulars, filed.

Oct. 1. Order of Court granting leave to plaintiff to file interrogatories, filed.

" 1. Plaintiff's interrogatories filed.

Amici Exhibit 77

Nov. 17, Objections to plaintiff's interrogatories, filed.
" 19, Praecipe to place case on Argument list filed.

1937

June 17, Argued sur motion for bill of particulars and objections to plaintiff's interrogatories.
" 22, Order of Court overruling objections to plaintiff's motion for bill of particulars filed.
" 22, Order of Court overruling objections to plaintiff's interrogatories filed.
July 15, Order of Court fixing time for filing answers to interrogatories and for filing defendant's bill of particulars filed.
Aug. 12, Defendant's Answers to plaintiff's Interrogatories, filed.
Sept. 13, Defendant's Bill of Particulars filed.
Oct. 5, Order of Court striking defendant's answers to interrogatories filed Aug. 12, 1937 from record and allowing substitute filed.
" 5, Defendant's Answers to plaintiff's interrogatories filed.

1939

Mar. 3, Motion to require defendant to make complete answers to interrogatories and Order of Court requiring answers to interrogatories filed.
" 3, Plaintiff's interrogatories and Order of Court granting leave to file same and requiring answer filed. 3/4/39 Copies of papers filed 3/3/39 mailed to MacCoy, Brittain, Evans & Lewis.
" 21, Objections to plaintiff's motion to require complete answers to interrogatories filed.
" 21, Objections to interrogatories propounded by plaintiff filed.

Amici Exhibit 77

1941

Oct. 28, Dismissed under the rule. 10/28/41 notice to
M. S. Kaufman
MacCoy, Brittain, Evans & Lewis.

Nov. 10, Petition of plaintiff for reinstatement of action and order of court reinstating action filed. 10/12/41 noted and notice mailed.

" 21, Stipulation of parties and Order of Court taking case out from under local rule of 1/2/49, and that no further action be taken until disposition of a certain case by U. S. C. C. A. 7th Circuit, filed. 11/22/41 noted.

[SEAL]

A TRUE COPY CERTIFIED TO FROM THE RECORD

ATTEST /s/ ROLAND J. GREENWOOD
Deputy Clerk

Amici Exhibit 78

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE
Docket Entries in Case No. 1162 In Equity

UNIVERSAL OIL PRODUCTS COMPANY
vs.
EMPIRE OIL AND REFINING COMPANY

CERTIFIED COPY.

In the District Court of the United States
For the District of Delaware
List of Docket Entries in Case No. 1162 In Equity.

1. January 21st 1936
   Bill of Complaint filed; same day subpoena issued returnable Feb. 20th, 1936.
2. Feb. 4th 1936
   Marshal returns on Subpoena 'served etc' same day writ filed.
3. Feb. 6th 1936.
   Report to Commissioner of Patents mailed and copy filed.
4. Feb. 19th 1936.
   Defendant Appears by Richards, Layton & Finger, its solicitors, same day praecipe filed.
5. Feb. 21st 1936.
   Stipulation filed; same day order extending time for filing answer until March 21st 1936; same day order filed.

Amici Exhibit 78

6. Mar. 20th 1936.

Stipulation filed; same day order extending time for filing answer until April 10th 1936; same day order filed.

7. Apr. 9th 1936.

Answer filed.

8. July 10th 1936.

Plaintiff's motion for bill of particulars filed.

9. July 24th 1936.

Order setting plaintiff's motion for bill of particulars for hearing Sept. 10th 1936; same day order filed.

10. Sept. 25th 1936.

Motion of plaintiff filed; same day order granting leave to file plaintiff's interrogatories; same day order and interrogatories filed (Exit copy to Defendant's solicitor).

11. Oct. 8th 1936.

Stipulation filed; same day order extending time for filing answers or objections to plaintiff's interrogatories; same day order filed.

12. Nov. 7th 1936.

Defendant's objections to plaintiff's interrogatories filed.

13. Mar. 4th 1938.

Stipulation filed; same day order setting defendant's objections to plaintiff's interrogatories and plaintiff's motion for bill of particulars for hearing April 9th 1938; same day order filed.

Amici Exhibit 78

April 28th 1938.

Hearing on plaintiff's motion for bill of particulars and on defendant's objections to plaintiff's Interrogatories.

14. May 25th 1938.

Order overruling defendant's objections to Plaintiff's Motion for bill of particulars and to Plaintiff's Interrogatories; same day order filed.

15. June 14th 1938.

Defendant's bill of particulars filed.

16. July 9th 1938.

Defendant's answers to plaintiff's interrogatories filed.

17. Aug. 3rd 1938

Plaintiff's motion to strike defendant's answer etc. filed.

Oct. 7th 1938.

Hearing on plaintiff's motion for further answers to interrogatories.

18. Nov. 22nd 1938.

Defendant's supplemental answer to plaintiff's interrogatories filed.

19. Dec. 21st 1938.

Defendant's motion for bill of particulars filed.

20. Feb. 28th 1939.

Plaintiff's motion for inspection, etc., filed.

21. Feb. 19th 1941.

Stipulation filed; same day order taking case out from under the rule pending disposition of case in Illinois; same day order filed.

Amici Exhibit 79

MORGAN S. KAUFMAN
527 FIFTH AVENUE
NEW YORK
VAnderbilt 3-5938

March 25, 1938.

HON. THOMAS G. HAIGHT,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

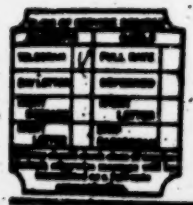
I have examined my record for 1937 and find that I have received no retainer from the Universal Oil Products Company.

Very truly yours,

(Sgd.) MORGAN S. KAUFMAN
Morgan S. Kaufman

MSK:GCM

Amici Exhibit 80



Bill of H Newspapers

WESTERN UNION

Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 7— 1936

To Morgan A. Kaufmann

Street and No. Hotel Ambassador, 51st Street & Park Ave

Place New York City -

ascertain whereabouts attorney — son Florida Expect you Tomorrow Wire when

David E. Kaufmann

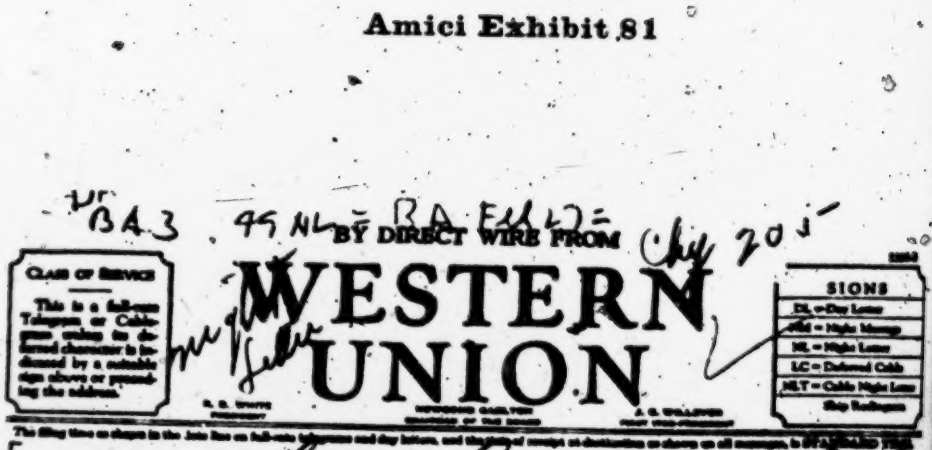
Jungle 76 cents

Newspapers

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

80

Amici Exhibit 81



Dr BA 3 49 NL BA Feb 27 Chy 20

BY DIRECT WIRE FROM

WESTERN UNION

CLASS OF SERVICE

This is a fullrate Telegram or Cable gram unless its de ferred character is in dicated by a suitable sign above or preced ing the address.

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is SOUTH TIME.

Feb. 27 1935

Edwin L Weisl

Hotel Warwick 54 St & 6th Av New York City

Buffington and I leaving Saturday

David is at Holly wood & Judge Davis is still

here and will remain until the 15th.

Please wire me immediately what

train you are coming on -

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Amici Exhibit 81

BY DIRECT WIRE FROM

WESTERN UNION

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its deferred character is indicated by a suitable sign above or preceding the address.

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

Hope you are feeling better
This Miami air will cure your
cold in no time - Love & kisses
& Eddie

Morgan

CHARGES IS 76 CENTS (INCLUDING 4 CENTS FED TAX)

Kaufman #205

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

8½

Amici Exhibit 82

Robert Baer 8#3-0450
Land Title and Trust Co.
Philadelphia
3L

What is doing in Boiler
Case let me know particulars
I think it might be advisable to
procrastinate our side of
Case until I [illegible] & I
return home. Weather
not good but Sun is up again
Regards from the Judge and
Dan'l. Judge returning by boat arriving
Phila Wed. morning Morgan

108 PLUS TAX .82

Amici Exhibit 83

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate telegram or Cable-gram unless its de-ferred character is in-dicated by a suitable sym-bol above or preced-ing the address.

WESTERN UNION

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Blue Rechargram

The time shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

3JNAN 21 DL

PHILDELPHIA PENN 130P OCT 4 1935

MINUTES IN TRANSIT

THOMAS H COOLEY

MIDORA FLO

THE MONEY HAS BEEN DEFINITELY PROMISED FROM A RELIABLE SOURCE AND I THINK IT WILL BE AVAILABLE IN A FEW DAYS

WARREN DAVIS

215P

Delivered to (illegible) 12/13/39 JHC

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Amici Exhibit 84

CLASS OF SERVICE DESIRED	
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

WESTERN UNION

CHECK
ACCT'S INFOR.
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

NIGHT LETTER October 24 1935.

JUDGE J. WARREN DAVIS
FEDERAL BUILDING
TRENTON, NEW JERSEY

Returned to Ltr 12/13/39 DHC

AMOUNT TO BE PAID TOWN DIRECT STOKLEY PROPERTY TEN THOUSAND NET STOP COUNTY TAXES TO BE ASSUMED BY STOKLEY TWENTY SEVEN HUNDRED STOP THIS IS OUR AGREEMENT HERETOFORE HAD WITH STOKLEY STOP PRESUME STOKLEY IS THERE BY NOW ADVISE STOP

THOMAS H. COOLEY
CHO. TOWN OF MOUNT DORA

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

84

Amici Exhibit 85

G-111 ident
G-84 Id

UNITED STATES CIRCUIT OF APPEALS
THIRD JUDICIAL CIRCUIT

Chambers of
JUDGE DAVIS

TRENTON, N. J.
October 25, 1935

1st Letter.

Thomas H. Cooley, Esq.
Mount Dora, Florida.

My dear Mr. Cooley:

Mr. Stokley has been here and has seen Morgan S. Kaufman of Scranton, Pennsylvania, and they have entered into an agreement whereby Mr. Kaufman is to pay to the Town of Mount Dora $10,000 and the town is to convey to him by deed the property which it took over from Mr. Stokley.

It has been agreed that there shall be furnished to Mr. Kaufman a title insurance policy showing that the property conveyed by the town to Mr. Kaufman is free and clear of all encumbrance.

As soon as you notify me by telegram that the deed and title insurance policy or guaranteed abstract are ready, I will send B. T. Lord, Esq., my law clerk, to Mount Dora with a cashier's check made payable to the Town of Mount Dora. He will arrive there within forty-eight hours after you notify me.

Mr. Stokley left last evening for Norfolk and expects to arrive home late Monday evening and will see you immediately after he arrives.

Thanking you for your kindness in this matter, I am,

Yours sincerely,

/s/ J. WARREN DAVIS

(In handwriting)
Delivered to W. W.
12/13/39
T. H. C.

Amici Exhibit 86

G115 G85 Id

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT

Chambers of
JUDGE DAVIS

TRENTON, N. J.
October 25, 1935

(In handwriting)
File
(word illegible)
Stokley

Thomas H. Cooley, Esq.,
Mount Dora, Florida.

My dear Mr. Cooley:

I dictated a letter to you last night when Mr. Stokley was here, which was written this morning before your telegram was delivered, but I am sending it to you together with this letter.

Your telegram tells me that there is, in addition to the $10,000 to be raised by Mr. Stokley, $2700 to be raised to make the title clear. This was a surprise to me, as I am sure it was a surprise to him, for he did not so understand it and I certainly got a contrary view from what I thought and still think, is a reasonable interpretation of the third page of your letter written to me on July 23, 1935. You there state as follows:

"Statement of taxes and paving due the Town:

(In handwriting)
Delivered to
W. W.
12/13/39
T. H. C.

Amici Exhibit 86

Block 119	$ 3,889.58
Blocks 414-422	3,678.23
Blocks 415-416	6,633.78
Block 407 and that part of Blocks 404 and 406 east of the railroad	3,880.28
Block 406, and that part of Blocks 404 and 406 lying west of the rr.	8,302.18
Unnumbered Lots north of Lots 11 and 12 Grandview Terrace	816.85
The tract on Highland Ave., 2½ acres, more or less	1,210.92
	$28,411.82

The 1934 taxes are not included in the above amount.

The Town Counsil has expressed its willingness to sell the above described property for $10,000.00 which is about one third that the Town has in the property. Also remember that there is quite a sum of the above amount incurred by the Town in cash. The attorney's fees and the State and County taxes were paid in cash by the Town.

If arrangements can be made reasonably prompt Mr. Stokley can get his property back for $10.000.00. That is the Town will give him a deed conveying all the right it has in and to the said property for that amount."

You further stated that the town had put quite an amount of cash in the property including state and county taxes and the amount which the town had in the property up until the time you wrote me, exclusive of the taxes for 1934, amounted to $28,411.82 and that the town would convey all the right it had in and to the property for the amount of $10,000. I do not see how you can interpret your letter in any other way than as

Amici Exhibit 86

Mr. Stokley has understood it and as I have understood it.

Again if your telegram is correct in that you say that "this is our agreement heretofore had with Stokley" and that it was so understood by him, why did you send this telegram at this time telling me something that you assumed I perfectly well understood. Mr. Stokley may be able to raise the $13,000 from some other source but frankly Mr. Kaufman does not want to take the property unless it is free and clear of taxes and he is unwilling to put more than $10,000 into it.

Mr. Stokley left here last night and will be home on Monday night. You may take up this matter with him if you think it would be of any avail.

I am leaving immediately for Lewisburg, Pa., to attend a meeting of the Board of Trustees of Bucknell University, where we are to elect a new president today, so I have dictated this letter and will ask my secretary to sign it for me.

Yours sincerely,

/s/ J. Warren Davis.

(In handwriting)
Delivered to W.W.
12/13/39
T. H. C.")

Amici Exhibit 87

November 14, 1935.

Mr. Charles L. Stokley,
Mount Dora, Florida.

My dear Charlie:

Your telegram informing me that the taxes were $2700 and would be paid on February 20th, was received. Also that you would secure Mr. Kaufman by a mortgage or conveyance to him of five houses in addition to those covered in the agreement dictated when you were here.

I saw Mr. Kaufman last night in Philadelphia and told him about the matter. Mr. Lord will be ready to leave here next Monday night if by that time Mr. Cooley has the title insurance policy covering the property to be conveyed by the town ready. I am distressed by your mother's condition and hope that she will be better soon. If the worst happens, of course you will have to go home. I am wondering if the absence of Cousin Delta and your possible absence will not complicate the situation because Mr. Kaufman will require a quit-claim deed for the property conveyed by the town and also a mortgage or conveyance of the other properties by you and Cousin Delta until such time as the money which he is loaning is repaid. He would prefer a conveyance under an agreement to reconvey rather than a mortgage. If Cousin Delta is away, I am wondering if the deeds could not be prepared and have you execute them and she could execute them upon her return. I think the matter should be closed up very speedily and I do not want to delay it if it can be avoided, for I know that you will be better satisfied and everybody else when the transaction is completed. I will send this letter by air mail and special delivery, hoping that it will

Amici Exhibit 87

reach you speedily. If there is any change so that you will have to be away you better notify me by telegram for I think Mr. Lord would not go in your absence. If there is no change and I hear from you or Mr. Cooley that the title policy is ready Mr. Lord will leave Monday and arrive in Sanford Tuesday afternoon. I will wire you as to the time of his arrival so that you can meet him in Sanford.

With kind regards from all, I am

Your Cousin,

Amici Exhibit 88

November 21, 1935

Mr. Charles L. Stokley,
Mount Dora, Florida.

Dear Charlie:

Mr. Cooley sent me a night letter which I received this morning stating that the deed and title policy would be ready to deliver on Monday afternoon. In accordance with his request Mr. Lord will leave here on Saturday morning at 11:33 and arrive at Sanford on Sunday morning at 10:20. Will you please meet him at that time and place? Mr. Cooley wanted Mr. Cord to be there on Sunday. I am sending you a copy of my letter to him.

Will you see that he Mr. Cooley has the quit-claim deed from you and Cousin Delta to Mr. Kaufman for the property which the Town is conveying to Mr. Kaufman, ready so that it can be executed by you when Mr. Lord is there. Will you also have the deed conveying the Pet Grove, Stokley's Cement Building and the five houses to Mr. Kaufman ready? You stated that you were going to have those prepared by some other lawyer. Will you be good enough to have them prepared so that they can be executed on Monday morning and Mr. Lord will not be held up and can return here as soon as possible, because we are working under pressure at this time and he is needed back home. If you will be good enough to have those papers prepared and expedite his return I shall thank your very much.

I shall be glad when this transaction is completed so that you will know just where you stand and can start in to pay off on your properties and have them in your own name again.

We have the agreements between you and Mr. Kaufman which have been executed by Mr. Kaufman. Mr. Lord will

bring them down with him and have you and Cousin Delta sign them and leave one with you and bring the other back to Mr. Kaufman. They are just as they were dictated when you were here with the exception of the addition of the five houses and the conveyance of them by deed together with the Cement Building and the Pet Grove, rather than a mortgage, upon which Mr. Kaufman insisted. As I stated to you before, you will have absolutely no trouble with him if you come anywhere near up to your agreement.

I am sending this letter by air mail and special delivery, as I am also Mr. Cooley's, so that they will reach you in the shortest possible time.

Yours sincerely.

Amici Exhibit 89

WESTERN UNION

11 - 12 1936

J. Warren Davis

Street and No. Federal Bldg

Place Trenton N J.

Give Mortgages on Houses and Lots
Secure Payment of Notes in Sum
of Twenty-Seven Hundred to be Paid
February Twentieth. stop Houses and lots
Worth Five Thousand stop ~~Advance~~
Title Policies to be ready This Week
Cooley Will Wire

Charles R. Hatley

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

89

Amici Exhibit 90

WESTERN UNION

Send the following message, subject to the terms on back hereof, which are hereby agreed to

NIGHT LETTER

MOUNT DORA, FLORIDA NOVEMBER 20, 1935.

Delivered To W U
12/13/39
JHC

HONORABLE J. WARREN DAVIS
FEDERAL BUILDING
TRENTON, NEW JERSEY

WILL BE READY TO DELIVER DEED AND TITLE INSURANCE TO MR. KAUFMAN NEXT MONDAY AFTERNOON STOP HAVE YOUR ATTORNEY BE HERE SUNDAY IF POSSIBLE AND GO OVER TRANSACTION WITH ME STOP WILL GET QUIT-CLAIM DEED FOR STOKLEY PER XXXXX YOUR LETTER

THOMAS H. COOLEY

CHO. TOWN OF MOUNT DORA

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

Amici Exhibit 91

THE PUBLIC NATIONAL BANK AND TRUST COMPANY
OF NEW YORK
IN ENGLAND GROUP
NEW YORK CITY

DATE	DEBITS		BALANCE FORWARD	DATE	DEPOSITS	DATE	BALANCE
				10/30	39.50		
				11 2	150.00	11 2	189.50
3	250.00			11 3	4,163.30	11 3	4,352.80
4	70.00	10.00	991			11 4	4,013.89
8	92.97					11 8	3,920.92
10	15.00					11 10	3,905.92
				11 10 CR	1,041.95	11 10	4,947.87
				11 11	200.00	11 11	5,147.87
14	10.29	10.85				11 14	5,126.73
15	25.40	1.69				11 15	5,099.64
				11 15 CR	487.50		
				11 15 CR	233.79	11 15	5,820.93
17	52.25					11 17	5,768.68
				11 22	816.22		
				11 22	25,000.00	11 22	31,584.90
26	5.00					11 26	31,579.90
				11 26	250.00	11 26	31,829.90
28	322.62	96.06				11 28	31,661.22

IF YOUR ADDRESS AS RECORDED IS INCORRECT PLEASE ADVISE US

TOTAL NO VOUCHERS

Subject to conditions on other side

Amici Exhibit 91

Deposits of all items are accepted for entry only subject to final payment. In receiving and forwarding paper in or outside of this city, this Bank acts only as your agent and will make its best efforts to select responsible agents but shall not be liable for losses sustained through their failure, default or neglect, nor for losses in the course of transmission, or through causes beyond this Bank's control and the endorsement of this Bank on such items shall not be deemed to extend or enlarge this Bank's liability. Items may be sent or presented by this Bank directly to the drawee or debtor, or through the New York Clearing House or Federal Reserve Banks subject to their rules, or to agents with authority in said agents to send or present same directly to the drawee or debtor, or through the Federal Reserve Banks or local Clearing Houses subject to their rules, and payment in cash, bank draft or other bank obligations may be accepted, but until final payment is received by this Bank, items may be charged back or credit theretofore given the depositor may be cancelled, even though the items cannot be returned. This Bank shall not be responsible for loss or damage due to failure to present, demand or collect any item on any Saturday or holiday, nor for paying any item on any Sunday or holiday.

This Bank reserves the right to charge back any item and/or revoke any credit theretofore given a depositor for items drawn on this Bank or any of its branches where funds of the maker are subsequently found to be insufficient or where such items are subsequently found to be not payable for any other reason, credit for all items being subject to revocation after examination as to genuineness of any signature thereon, investigation as to legality, date of the instrument, existence of any alteration and/or receipt of stop payment order.

Discounted notes not paid when due will be charged back by reason of the depositor's liability on his endorsement.

At the close of each month this Bank will prepare for the depositor a statement of account current with all cancelled vouchers for that month. Within five days after the close of each month, this Bank will mail to the depositor at the address recorded on its books, or the depositor will call at this Bank to receive, such statement and vouchers of all transactions in this account for that month, which the depositor shall promptly examine. If the depositor shall claim any errors therein, such claim in writing shall be delivered by the depositor to this Bank not later than the 15th day of the month following that for which the statement was rendered. If such claim is not so received by this Bank, it thereupon shall be released from all liability as to any such claim or claims and such statement and all charges made thereon shall be binding upon the depositor.

Amici Exhibit 92

MORGAN S. KAUFMAN —
S.S. F. STRAUS & CO. INC.
9 EAST 46 STREET ROOM 820
NEW YORK, N.Y.

THE PUBLIC NATIONAL BANK AND TRUST COMPANY
OF NEW YORK
14 WALL STREET
NEW YORK CITY

				DEPOSITS		BALANCE
			BALANCE FORWARD	31	3366122	
				2	15000	2 3381122
	7000-			6 D	7500	6 3388622
						7 3381622
	1514-			12	850	12 3382472
	1799-	5000-				13 3380958
	10000-					14 3374159
	2676-	685-				14 3374159
				16	1654	16 3370804
						16 3372458
	1000			19 D	3240	19 3375698
	2040-					20 3373658
						26 3371658
				26 D	2423	26 3374081
	9297-	36080				30 3387041

TOTAL DEPOSITS

Subject to conditions on other side

Amici Exhibit 92

Deposits of all items are accepted for entry only subject to final payment. In rec
and forwarding paper in or outside of this city, this Bank acts only as your agent an
make its best efforts to select responsible agents but shall not be liable for losses sust
through their failure, default or neglect nor for losses in the course of transmission, or th
causes beyond this Bank's control and the endorsement of this Bank on such items
not be deemed to extend or enlarge this Bank's liability. Items may be sent or pres
by this Bank directly to the drawee or debtor, or through the New York Clearing H
or Federal Reserve Banks subject to their rules, or to agents with authority in said ag
to send or present same directly to the drawee or debtor, or through the Federal Re
Banks or local Clearing Houses subject to their rules, and payment in cash, bank dra
other bank obligations may be accepted, but until final payment is received by this B
items may be charged back or credit theretofore given the depositor may be cancel
even though the items cannot be returned. This Bank shall not be responsible for
or damage due to failure to present, demand or collect any item on any Saturday or holid
nor for paying any item on any Sunday or holiday.

This Bank reserves the right to charge back any item and/or revoke any credit the
tofore given a depositor for items drawn on this Bank or any of its branches where fu
of the maker are subsequently found to be insufficient or where such items are subsequen
found to be not payabl[illegible]r any other reason, credit for all items being subject to revo
tion after examination as to genuineness of any signature thereon, investigation as
legality, date of the instrument, existence of any alteration and/or receipt of stop payme
order.

Discounted notes not paid when due will be charged back by reason of the depositor
liability on his endorsement.

At the close of each month this Bank will prepare for the depositor a statement o
account current with all cancelled vouchers for that month. Within five days after th
close of each month, this Bank will mail to the depositor at the address recorded on it
books, or the depositor will call at this Bank to receive, such statement and vouchers d
all transactions in this account for that month, which the depositor shall promptly examine
If the depositor shall claim any errors therein, such claim in writing shall be delivered by
the depositor to this Bank not later than the 15th day of the month following that for which
the statement was rendered. If such claim is not so received by this Bank, it thereupon
shall be released from all liability as to any such claim or claims and such statement and all
charges made thereon shall be binding upon the depositor.

91/1

Amici Exhibit 93

G-99

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT

Chambers of
JUDGE DAVIS

Trenton, N. J.
January 7, 1936.

Hon. Joseph P. Tumulty,
1317 F Street, N. W.,
Washington, D. C.

Dear Joe:

I paid $100 on the principal of our note with the Bankers Securities Corporation on December 10th and $7.58 interest. This reduces the note from $600 to $500.

I am wondering if it will be convenient for you to send me your check for this amount? I would like to go to Florida for a few weeks around the 20th or 25th of this month and if I do I shall have to draw upon every available source to pay my expenses.

With warm personal regards, I am,

Yours sincerely,

J. WARREN DAVIS

Amici Exhibit 94

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT

Chambers of
JUDGE DAVIS

TRENTON, N. J.
March 10, 1936.

Mr. Charles L. Stokley,
Mount Dora, Florida.

Dear Charlie:

I am inclosing a certified check for $4000 which I have made payable to the Eustis Packing Company by endorsement. I wish you would deliver this to Mr. Conklin and receive in return the mortgages, releases from the contracts, and all the papers which we examined that night at his home, have them all recorded and also have recorded the deeds from you and Cousin Delta, which you have had prepared, conveying to me the Orange County Grove by the colored church, in Orange County and the eight lots in Orlando which you mentioned and also the grove or part of the grove which you mentioned in Lake County.

The deed for the Orange County property as you know will contain both the Orange County grove and the lots in Orlando. You will have to have a separate deed for the grove in Lake County. As you know one will be recorded in the County seat of Orange County and the other in the County seat of Lake County. Notify me by letter as soon as you have completed the transaction with Mr. Conklin, telling me of that fact and that the papers have been lodged for recording. As soon as they are recorded and you can get them back to me, I will send you an agreement to the effect that as soon as the money is repaid to me, these properties will be reconveyed to you.

Amici Exhibit 94

Ordinarily I would have this looked after by a lawyer, but I have absolute confidence in you and therefore am not sending the check to someone else to be delivered to you or Mr. Conklin upon the delivery to you of the papers and the execution of the deeds by you and Cousin Delta. It is a rather slack way of doing business I know, but my confidence in you prompts me to do it and also because I want to save you expense in connection with the transaction. I know you will carry it out just as though I were present. If you are in doubt as to what to do please consult Mr. Cooley and he will guide you properly.

I wrote you a card from Georgetown, S. C. asking you to send a whole box of fruit to William P. McDermitt, 15 Owen Drive, Maplewood, N. J. and a half box to Virginia Layman, Pedricktown, N. J. I have not heard from you about them. Will you let me know if you received the card and sent the fruit.

With warm personal regards, I am,

Your Cousin,

/s/ J. Warren Davis

Amici Exhibit 95

In Duplicate

Know all men by these presents that we, J. Warren Davis and Marguerite G. Davis, of the township of Lawrence in the County of Mercer and state of New Jersey, in consideration of the payment of Thirty-seven thousand six hundred seventy-four dollars and fifty cents ($37,674.50) to the Trenton Banking Company, The Swedesboro Trust Company and the First National Bank of Swedesboro by Samuel Ungerleider for the settlement of our obligations to those institutions, have assigned, set over and transferred to the said Samuel Ungerleider, his executors, heirs and assigns all our right, title and interest in and to the following life insurance policies:

1. Policy No. 80,817 for $5,000 issued on the life of the said J. Warren Davis by the Equitable Life Insurance Company of Iowa on September 13, 1913.

2. Policy No. 140,245 for $5,000 issued on the life of the said J. Warren Davis by the Equitable Life Insurance Company of Iowa on September 9, 1918.

3. Policy No. 140,248 for $3,000 issued on the life of the said J. Warren Davis by the Equitable Life Insurance Company of Iowa on September 9, 1918.

4. Policy No. 350,744 for $15,000 issued on the life of the said J. Warren Davis by the Equitable Life Insurance Company of Iowa on March 24, 1927.

5. Policy No. 378,708 for $10,000 issued on the life of the said J. Warren Davis by the Equitable Life Insurance Company of Iowa on September 13, 1927.

6. Policy No. 2,027,433 for $5,000 issued on the life of the said J. Warren Davis by the Northwestern Mutual Life Insurance Company on September 14, 1927.

Amici Exhibit 95

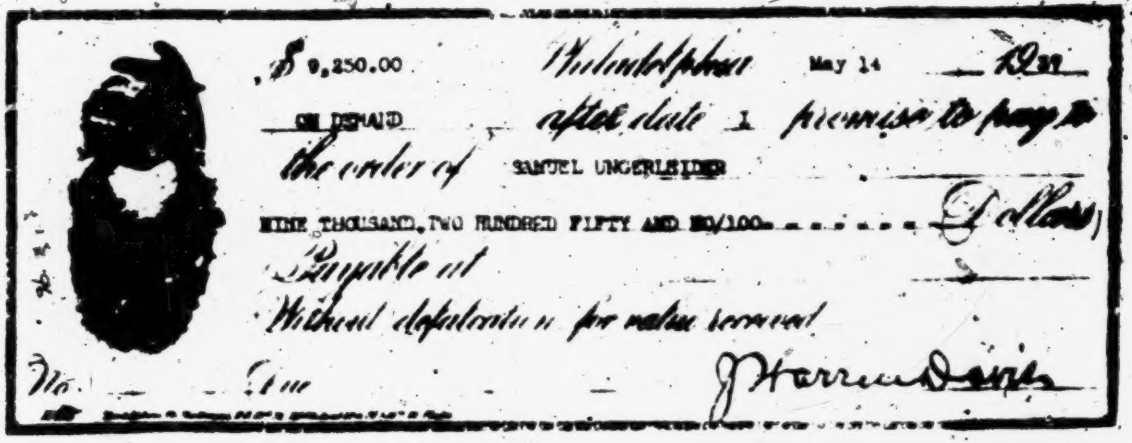
The said J. Warren Davis and Marguerite G. Davis hereby agree and promise to keep the premiums on the said policies paid for and during the life of the said J. Warren Davis.

In witness whereof we have hereunto set our hands and affixed our seals on this 28th day of July 1937.

/s/ J. Warren Davis (Seal)
/s/ Marguerite G. Davis (Seal)

I hereby agree to return the above policies to the said J. Warren Davis and Marguerite G. Davis when the note which they have given to me for $37,674.50 has been paid, but if not paid before the death of the said J. Warren Davis, I agree to pay over to the beneficiary or beneficiaries named in said policies the balance received from said policies after the amount due on the note has been paid.

/s/ Samuel Ungerleider.



$ 9,250.00 Philadelphia May 14 1929

ON DEMAND after date I promise to pay to

the order of SAMUEL UNGERLEIDER

NINE THOUSAND, TWO HUNDRED FIFTY AND NO/100 - - - - - - - - - - Dollars

Payable at

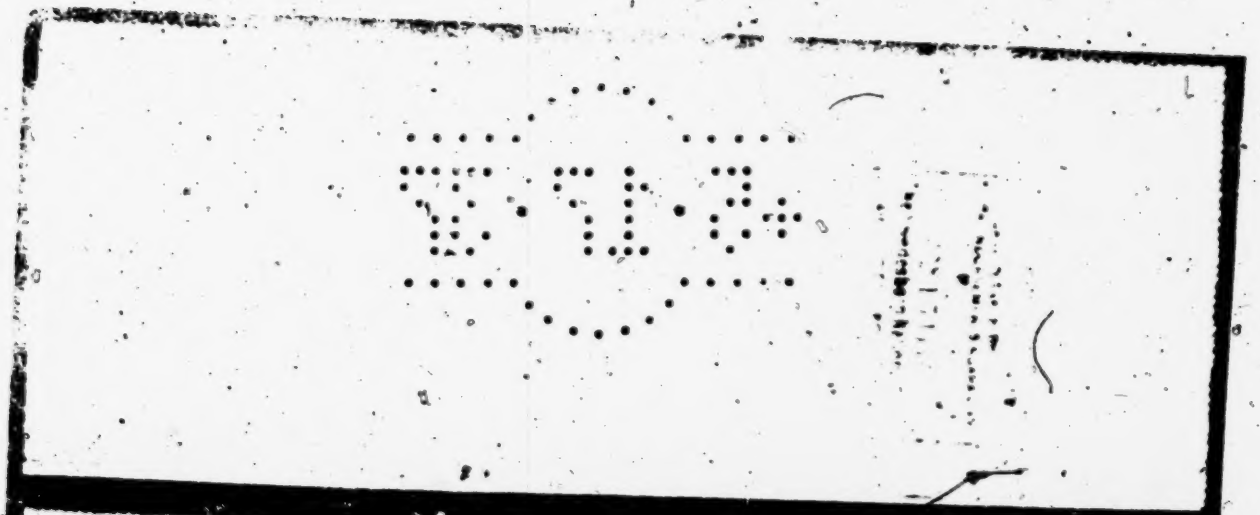
Without defalcation or for value received

No. Due J. Harris Davis

Amici Exhibit 98

2861

Amici Exhibit 96-A



New York MAY 14 1937 No. 75

CHEMICAL BANK & TRUST COMPANY

Pay to THE SWEDESBORO NATIONAL BANK $ 9,250.00

NINE THOUSAND TWO HUNDRED AND FIFTY AND 00/100 DOLLARS

Samuel Rosenbaum

Amici Exhibit 97

Amici Exhibit 97-A

NEW YORK, Dec 14, 1937 No 76

CHEMICAL BANK & TRUST COMPANY

SWEDESBORO TRUST COMP'Y $ 3,424.50

THREE THOUSAND AND FOUR HUNDRED AND TWENTY FOUR AND 50/100 DOLLARS

Samuel Pogrebin

$25,000 Trenton N J April 30 1937

One year after date I promise to pay to the order of Arthur Langerlesser

Twenty five Thousand 25,00 Dollars

Payable at 29 Broadway New York City

Value received

No Due. J Warren Davis

Amici Exhibit 98

2865

Amici Exhibit 98-A

EMIL J. ROTH & CO.
N. Y. Stock Exchange
90 BROADWAY
N. Y.

New York Apr 30 1931 193 No. 9250

Pay to the order of Authur Hyman

The sum of $250.00 and 00/100 DOLLARS

Loans & Discounts Dept.
Trenton, N. J.
The Trenton Banking Co.

The Trenton Banking Company

Amici Exhibit 99

The Miami-Batile Creek

Mr. Harris Kaufman
Straight

Hon. J. Warren Davis
% Chas. L. Stokley
Mt. Dora. Fla.

for
No accomation Sional days - You and
Mrs Davis occupy my room
I will bunk with Judge. Best
Terms Down fifty each - will Explain
No charge for Examinations or
treatment.. Come - Wire me when
You will arrive -.

1.27

Signed, David

99

Amici Exhibit 100

Root Refining Company,

Appellant-Defendant

v.

Universal Oil Products Company,

Appellee-Plaintiff.

Memorandum for Conference.

This is a suit to recover damages for the infringement of two process patents, the Dubbs patent, No. 1,392,629 issued October 4, 1921 to Carvin F. Dubbs, for new and useful improvements in the processes of converting hydro carbons and patent No. 1,537,083, issued May 12, 1925 to Gustave Egloff for new and useful improvements in the processes of cracking oil. In short these patents are an improvement in the processes of the production of gasoline by cracking cheap petroleum oil and producing therefrom gasoline.

Cracking is the decomposition of petroleum by heating and pressure with the consequent breaking up of the molecules and the production of both lighter and heavier hydro carbons. Before Dubbs, the Berton-Clark process was the best known and at that time it was possible to continue the operation of the plant where the oil was cracked for only thirty-six hours because of the fact that carbon was generated in the process and adheres to the tubes through which the petroleum or oil passed and after about thirty-six hours became so hot that in order to prevent the pipes from bursting it was necessary to stop the operation of the plant and clean the pipes of the carbon and start anew.

The processes of Dubbs and Egloff, the latter simply being a slight improvement over the former, enabled the plant to operate seventeen days. Judge Fields said in his opinion, 800%, but 17 days would be a little more than 800% over a day and a half. But anyway it was a great improvement.

After the Dubbs process became operative, the plaintiff conducted a test for the benefit of refiners at Independence, Kansas and there were some twenty odd refineries represented there. All of the representatives were astounded and a large majority of them

Amici Exhibit 100

almost immediately took out licenses under the patent.

As evidencing the utility of these patents and of the great advance which they made in the art up until this suit was brought some $330,000,000 in royalties had been paid to the patentees or their assignees.

The defendant raised the defense of non-infringement and invalidity. It said that the Dubbs patent was invalid for lack of disclosure and the Egloff patent was invalid for lack of utility and that both patents were invalid for the lack of patentable novelty over the prior art. Judge Fields in a very able and careful opinion held that the patents were valid and had been infringed and that the plaintiff was entitled to a decree. He described the mechanism of the patents and their operation in a rather careful detail and compared them with the prior art and showed the great advance over the prior art which was recognized by the industry generally as evidenced by the great number of licenses and the amount of the royalties paid and the final purchase of the rights in California by the Standard Oil Company of California and the Dutch Royal Shell Company.

It seems that the commercial success and the recognition of the great advance it made by the men in the art is such evidence of validity of this patent that it would require rather positive evidence to overthrow the presumption arising therefrom, but as I understand it invention and infringement are practically admitted if the words or limitations contained in the claims in the words "without substantial vaporization" mean "without substantial liberation". In other words if vaporization may be translated in the claims as liberation. All the claims in both patents are in issue except claim 6 in the Dubbs patent. There are nine claims in that patent and five in the Egloff patent. All of the claims in the Dubbs patent, which is the principal patent, contain the words "without substantial vaporization" or "substantial vaporization prevented" or words importing the same limitation.

The defendant says that vaporization means a generation of vapors and if it does mean that it takes place in the B cracking tubes, then it does not infringe and that the patentee in so limiting itself in order to secure its claims, limited itself to this definition, but if

vaporization means liberation or separation of the vapors from the liquid, which takes place in the C or vaporizing tubes, then this interpretation is so broad as to make the patent invalid. I do not think that this is true.

As I understand the term "vaporization" it may mean both generation and liberation of vapors and the question is as to which it means in this patent. That it means liberation or separation in this patent is admitted by the defendant itself. For instance,:

(a) In the very last sentence of its reply brief (page 28) defendant, referring to its operation, says:

> 'Vapors form and multiply in defendant's coil and the conditions are such that there is no possibility of vapor liberation at any time.'

Again, at page 39 of its main brief, in describing the action which occurs in the high temperature coils, it says:

> 'As cracking proceeds, substantial vaporization occurs to the extent of 50% to 58% (Tr.1174). The hydrocarbons in this coil are converted into a foamy mass of mixed liquid and vapor traveling at a high velocity (Tr.402). As vaporization increases the velocity also increases owing to the expansion of the vapors. As the liquid and vapors are churned and mixed together in the form of a foamy mass, there is no possibility of separation of the one from the other.'

Of course, the formation of vapors is the same thing as the generation thereof. Defendant's coil is the same thing as the B tubes of the Dubbs patent.

(b) Defendant also admits that there is no liberation of vapors in the cracking tubes B of the Dubbs patent.

On page 21 of defendant's brief, it is said:

> 'The physical condition of the on-rushing stream of oil in these tubes (the B tubes of the Dubbs patent) would be such as to preclude the possibility of a condition where a tranquil liquid level could exist from which vapors might be separated and liberated from the liquid. * * * On the other hand, in the ten-inch C tubes of the patent, the velocity of the stream is greatly decreased. These C Tubes are only partially filled thereby providing a liquid level from which vapors generated in the cracking operation are released and escape through the vapor lines D of the patent and through the vapor line from the top of the reaction chamber in the commercial operation.'

Again at the bottom of page 91 of defendant's main brief, it is said:

> 'In view of the rapid velocity of the oil in the B tubes, liberation of vapors therein could certainly not

1093

Amici Exhibit 100

exist at all, either substantially or unsubstantially.

(c) At page 90 of its main brief, it says:

'There is no controversy as to what occurs in the C tubes. Cracking occurs therein and in consequence vapors are both generated and liberated.'

(d) At page 84 of its main brief, it says:

'If 'vaporization' means the formation or generation of vapors; then the defendant does not infringe.

Defendant contends that that is what the word means in the Dubbs patent."

(e) On page 9 of its reply brief, defendant says:

'The art consequently appreciated that when oil was heated in the coil, vaporization - that is, vapor generation - would occur unless sufficient pressure were used to prevent such vaporization. Pressure will prevent vapor generation, but no amount of pressure would have any effect on vapor liberation once the vapors have been generated or formed.'

Again Dr. Warren K. Lewis, plaintiffs expert and professor of Chemical Engineering at the Massachusetts Institute of Technology, testified, Vol. 1, pages 358 and 359 as follows:

"Q. 145. Doctor, is it proper to say that there is no substantial vaporization in the tubes B of the Dubbs patent in suit in practicing the process of that patent?

A. Yes, in my opinion.

Q. 146. Would there in those tubes be a vapor generation and vapor liberation?

A. No, there would be vapor generation only.

.....

Q. 150. And in the tubes C would there be vapor liberation?

A. Yes, all or at least substantially all of vapor liberation occuring in the whole process occurs in tubes C. That is why they are called the vaporising tubes.

The court. That word 'liberation' means separation of vapor from the liquid?

The witness: Separation or segration of vapor from the liquid. In my opinion that is the way it is used in the patent and I cannot read it any other way."

at page 438, vol. I, he said:

"There is a large amount of vapor formation in the B. tubes of Dubbs. Granting his operation, it is inevitable. Clearly, therefore, Dubbs is distinguishing between vapor genreation and vapor liberation. Vapor generation, in Dubbs' mind, in my opinion, is the formation of vapor from liquid, which is not accompanied by separation, segration or liberation of that vapor from the liquid, resulting in its removal from contact with the liquid. In other words, I have referred to the physical condition of the liquid-vapor mixture,

100/4

Amici Exhibit 100

rushing and tearing through these B tubes, a spray, a froth, a suit, a foam. Vapor generation? Yes. Vapor liberation? No."

At page 32b, vol. I., he said, describing what the patent provides shall take place in the B tubes:

> "The process disclosed and described in this patent (the Dubbs' patent in suit) is *** characterized first by the fact that no segregation or separation of liquid from vapor is to be allowed to occur in the heating zone ***."

At page 32f, he testified:

> "In the fourth place, it provides that there shall be no liberation of vapors in these tubes; that any vapors generated in these tubes shall travel through the tubes commingled with the liquid in them in the form of a froth or a spray or intimate mixture without any separation or segregation or liberation of the vapors from the liquid."

Defendant's expert, Dr. Mitkam, testified to the same effect in Vol. 3, page 1438 as follows:

> "XQ.662. In that vapor separator is there liberation of vapor from liquid?
> A. There is separation of vapor from liquid.
> XQ. 663. And is there liberation?
> A. Please define the word liberation as you mean it and I will try to answer it.
> XQ. 664. By liberation I would refer to the pressure of vapors beyond the liquid, the vapors going on and leaving the liquid, and the liquid either remaining where it is or as drops fall to the chamber where the liberation takes place.
> A. Therefore, I understand your term vapor liberation to be the same as vapor separation and in that sense I would say there is vapor liberation."

In other words the testimony shows all through that the tubes B are called the cracking tubes where the vapors are generated and the tubes C are called the vaporization tubes, that is, where the vapors are liberated or separated from the liquid and therefore I think that the words vaporization, when it says without substantial vaporization, means without substantial liberation of the vapors in the cracking tubes which contain heat and pressure appropriate to the generation of vapors, but not to the liberation of vapors which are found in the C or vaporizing tubes.

It seems to me that in addition to the great and almost unparalleled commercial success of this plant and the Universal recognition of its novelty and utility by the great art, the canons of interpretation require us to interpret the language of a patent as a whole and also to interpret it in the manner

Amici Exhibit 100

that will vitalize and validate rather than destroy a patent.

Further this patent having so advanced the art is entitled to a liberal construction. Sibel Company v. Paper Co. 261 U. S. 45, 63.

In addition, it seems to me the facts of the defendant's operation are subject to suspicion for the reason that the employees, as I understand it, who were responsible for the creation of the defendant company were, or at least some of them, employees of the plaintiff. Winkler was employed by the plaintiff from May 1921 until April 1925, a period of four years and within this time he became acquainted with the mechanism and process of the plaintiff's patents. Perdew of the defendant Company wrote to the President of the plaintiff Company in 1927, and said, "all three of us" himself, Winkler and Coke are " post graduates" of Universal, that is, they had worked for the Universal Oil Products Company and were post graduates from it.

In other words they worked there until they learned the art and then attempted to get it unlawfully. The real merit and crux of this invention was in obtaining a clean circulation; that is, when the oil had been cracked in the B tubes and the gases or vapors liberated in the C tubes and had passed on to the condensers and separators where the gasoline was taken off, Dubbs threw off the residue so that the contaminated oil or residue after the oil had been nimbly cracked, and the vapors liberated, he did not permit the residue composed of asphaltines and coke to go back again with the fresh oil into the B tubes and thus make the rounds again and deposit carbon in the tubes, but obtained a clean circulation which extended the time of the run from one and one half days to seventeen days as above stated.

It seems to me that this is such a valuable patent, has accomplished so much, saves so much gasoline to the industry and so much time and expense in producing it that it would be a shame to hold it invalid when every consideration and every canon of interpretation which have been the guides of this court, in stimulating patents and the art in the past require us to hold this patent valid and not let it be stolen by the defendant through the

Amici Exhibit 100

work of work of the former employees of the plaintiff. I would therefore with Judge Fields hold the patent valid and infringed and affirm the decree granting the injunction and ordering an accounting.

1. Licensing of all the other pats + was simply the ~~same as all the~~ other as the decision in the Trumble case was decided by Trumble Double pat. resulting in $93,500,000 - Buff
2. Vaporization does not take place in similar tubes or B Tubes or its equivalents. Buff. I don't think so. The facts or evidence do not so establish or justify this conclusion.
3. Don't accept distinction between generation + liberation of vapors.
4. They induced us by arguments in the Trumble pat. now they come here + are claiming the same thing in this case - an imposition upon us.

10/7

Amici Exhibit 100

147-176

Root Refining Co.

v.

Universal Oil Products Co

Davis

100/8

Amici Exhibit 101

- 147 - 176 -

Buf. R
Davis A
Thomp. A

Root Refining Co.

v.

Universal Oil Products Co.

Nos. 5546 and 5648. October Term, 1934.

Memorandum for Conference

These are appeals from a decree of the District Court for the District of Delaware holding the Dubbs patent and the Egloff patent valid and infringed by the appellant. Both patents relate to the manufacture of gasoline by cracking. Cracking is defined as "the distillation of petroleum or the like, the process of breaking down certain hydrocarbons into simpler ones of lower boiling-points, by means of excess heat, distillation under pressure, etc., in order to give a greater yield of low-boiling fractions than could be obtained by simple distillation."

The essential controversy is over the construction of the words "without substantial vaporization" which appear in the claims. The appellant contends that the claims of the Dubbs patent contain the limitation that the oil is heated in the B tubes to a cracking temperature but without substantial

va'orization. The defense of non-infringement depends upon the construction and interpretation of these words. The District Court held that vaporization does not mean cracking as is indicated by the specification in the Dubbs patent in which appear the following terms: "B are the cracking tubes. C are the vaporizing tubes." The court distinguished between the cracking space and the vaporization space and, in effect, construed "substantial vaporization" to mean the liberation of vapor. So construed, the appellant's attempt to differentiate between the appellee's patents, and the process used by the ~~alleged infringing~~ appellant ~~alleged to infringe,~~ is an unsuccessful one.

I think that Judge Nields applied the correct principles in his examination of the patents. The testimony shows that the appellant had been operating for many years as a licensee of the appellee. Other licensees engaged in oil refining had also paid heavy royalties for the use of the appellee's patents. No attack had been made upon the validity of the patents until the appellee had an opportunity to use the alleged infringing process without the payment of royalties. Experts and men practiced in the oil refining business, who were called as witnesses for the appellee, testified as to

the commercial success of the patents. Their evidence as to the importance of the patents in the industry was so impressive that, in my view, Judge Nields was justified in giving the claims of the patents a liberal construction rather than to adopt a construction fatal to patents which had had practical and commercial success. Justice Stone in Smith v. Snow, opinion filed January 7, 1935, has stated that, if the claims of a patent are susceptible of two constructions, that construction should be adopted which would secure to the patentee his actual invention rather than to adopt a construction fatal to the grant where the character of the patent and its essential and practical success are such as to entitle the inventor to broad claims and to a liberal construction of those which he has made.

I think the District Court's opinion is painstaking and correct in all of its conclusions. I am in favor of affirmance.

Amici Exhibit 102

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT
PHILADELPHIA

January 18, 1938.

Hon. Victor B. Woolley
U. S. Circuit Judge
Wilmington, Del.

Hon. J. Warren Davis
U. S. Circuit Judge
Care, Mr. Charles L. Stokley
Mt. Dora, Florida

Hon. J. Whitaker Thompson
U. S. Circuit Judge
Philadelphia

My dear Judge:

The following is a list of assignments of cases heard during the December and January sessions.

JUDGE BUFFINGTON: Nos. 79, 82, 88 (88-97 for argument), 102, (112-114), 116, 120, 124, 128.

JUDGE WOOLLEY: Nos. 88 (Oct. sessions), 89.

JUDGE DAVIS: Nos. (46, 202, 203, 204), 66, (71, 72, 73, 74), 121, (147, 176), 181.

JUDGE THOMPSON: Nos. 8, 36, 98, 126, 127.

Very cordially yours,

Joseph Buffington

Amici Exhibit 103

"June 6, 1935."

Hon. J. Warren Davis,

United States Circuit Judge,

Trenton, N.J.

Dear Judge:

I return herewith your opinion in Root Refining Company v. Universal Oil Products Company. It is carefully thought out and excellently expressed. It has my very hearty approval.

Sincerely yours,

Enc.")

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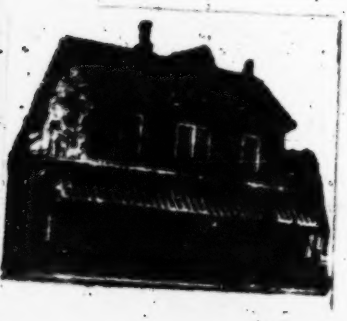
Amici Exhibit 104



The Southern Inn
COLUMBIA AVENUE AT HOWARD STREET
Cape May, New Jersey
R. E. BENNETT

Sept. 28th.

My dear Mr. Hill: Your letter in reference to the two Cases referred to on 75 Fed Rep. (2) at hand. While I was interested I have no data of any kind relating thereto & yet without relying thereon to write my secretary to make search and see if we had. The engineer we had we have no memorandum notes, correspondence or papers relating to these Cases. We have no papers or data I am unable to send any to you.

Yours very truly

Wm. H. Bennett

Amici Exhibit 105 2239

"UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT
PHILADELPHIA

October 1st, 1942

Chambers of
JUDGE THOMPSON

Thomas Raeburn White, Esquire
1930 Land Title Building,
Philadelphia, Pa.

In re Root Refining Co. v. Universal Oil Products Co., Nos. 5646 - 5648

Dear Sir:

In reply to your letter of September 22nd and complying with Judge Thompson's instructions to me, I am enclosing herewith conference notes in the above matter, Judge Buffington's letter of January 18th, 1935 indicating that the case was assigned to Judge Davis for an opinion and copy of Judge Thompson's letter of June 8th, 1936 returning the opinion to Judge Davis.

Very truly yours,

/s/ Hannah O. Rivkin

Secretary to Judge Thompson")

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Amici Exhibit 106

J. WARREN DAVIS

TRENTON, NEW JERSEY

September 27, 1942.

Thomas Raeburn White, Esq.,

1930 Land Title Building,

Philadelphia, Pa.

In re Foot Refining Co. v.
Universal Oil Products Co.,
C.C.A. 3rd - Nos. 5546 - 5548

Dear Mr. White:

Your letter of September 22, 1942, asking for my conference notes and all correspondence and other memoranda relating to the above entitled causes was received.

With my former secretary I have carefully examined all the old conference notes and correspondence which I have and have been unable to find any correspondence or other memoranda relating to those cases, except my conference memorandum which I am herewith enclosing.

As you may know, the cases were assigned to me for opinion. In accordance with our custom, when an opinion was written in any case it was sent by the writer to the other judges who sat in the case, for criticism or it was delivered

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Amici Exhibit 106

to them personally. I have no recollection in this case as to whether the opinion was sent by me to the other judges who sat in the cases or whether I delivered it to them personally. However, my conference memorandum is the only thing I can find relating to the cases.

I shall appreciate it if you will return the memorandum when it has served your purpose.

If I can be of any help or assistance in your investigation, please feel perfectly free to call upon me.

Yours sincerely,

/s/ J. Warren Davis

J. Warren Davis.")

106/2

Amici Exhibit 107

UNITED STATES OF AMERICA
Eastern District of Pennsylvania, Set.
Third Judicial Circuit

I, Wm. P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Docket Entries in the case of

Root Refining Company,
Defendant-Appellant,

-vs-

Universal Oil Products Company,
Plaintiff-Appellee

(No. 5648)

6 June 1, 1941

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of July in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States the one hundred and sixty-sixth

Wm. P. Rowland
Clerk of the U. S. Circuit Court of Appeals, Third Circuit

Amici Exhibit 107

No 5641

GENERAL DOCKET, UNITED STATES CIRCUIT COURT OF APPEALS FOR THE

Error to or Appeal from the United States District Court for the ... District of

ATTORNEYS FOR PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	TITLE OF CASE	ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT
Fowler Henderson Arthur G. Logan Arthur G. Seidman J. Bernhart Skuse Jones Addington, Ames & Seibold	Root Refining Company, Offendant-Appellant vs. Universal Oil Products Company, Plaintiff-Appellee	District of Delaware Nields J.
Thomas S. Weigle Charles McCormick William F. Hall Thomas Cecil Hugh M. Morris		

appeals from District Court No 895 in Equity
on patent No 1,392,629

New Cases 1329 & 1330
See 5506

DATE	ACCOUNT OF PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	RECEIVED	DISBURSED
Month Day Year			
Oct 20 1934	Docket fee & costs	20 00	
Jan 7 1935	U.S. fees returned upon mandate		8 20
April 5			95
June 26	Transferred to case 5506		22 15
July 1	U.S. fees returned upon mandate		2 20
Oct 8			1 20
Jan 9 1936			5 75
" 27	Transfer to case 5506		0 50
April 23	Deposit for costs	2 50	
July 7	U.S. fees returned upon mandate		1 00
Oct 28	Transfer to case 5506		1 00
		22 50	22 50
Jan 18 1939	U.S. fees returned upon mandate		4 25
" 26	Deposit for costs	4 25	

DATE	ACCOUNT OF DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT	RECEIVED	DISBURSED
Month Day Year			

ABSTRACT OF COSTS	AMOUNT

REMARKS, ETC.

DATE			FILINGS AND PROCEEDINGS
Month	Day	Year	
Oct	20	1934	Transcript of Record in cases 5641 filed in 5506
"	"	"	Appearance of counsel entered
"	"	"	Transfer to Argument List
"	29	"	Docket & Summons returned
Nov	6	"	Stipulation & case record in case 5506 as record in this
"	8	"	Order allowing record in case 5506 as record in this case
"	15	"	Brief for appellant filed in 5506
Dec	22	"	Brief for appellee filed in 5506
Jan	2	1935	Reply memorandum for appellant filed in 5506
"	"	"	Additional index & exhibits etc filed in 5506
"	"	"	Assignments of Error & Cross Assignments Argument in 5506
"	"	"	Argued - Order Submitted - Fowler Henderson
June	26	"	Opinion of the Court by Davis J.
"	"	"	Order Affirming Decree filed
"	29	"	Patent & Summons returned
July	10	"	Petition for Rehearing filed
Aug	6	"	Order Denying Petition for Rehearing filed
"	7	"	Petition for Stay of Mandate + Order Staying Mandate
Sept	4	"	Certified by the Supreme Court Certificate of Filing Petition
Oct	28	"	Order Denying Petition for
"	30	"	Mandate issued
April	21	1936	Petition for Leave to Present Defense of Abatement to the District Court
"	"	"	Order Granting Leave to Appellant to Present Defense of Abatement
"	"	"	Certified
July	23	1938	Order Submitting Rule to Show Cause to the Petition on the Term Hearing Oct 31 1938 for hearing filed in 5506
"	26	"	Petition for Permission to Apply to the District Court for the
Oct	20	"	Transfer to argument list
"	29	"	Praecipe for Appearance of Fowler Henderson for Appellee
Oct	31	"	Heard on Appellees Motion to Postpone Argument, Granted
"	"	"	Ordered Case be set for Argument on Second Week of Dec
Dec	2	"	Stipulation to Amend Petition for Bill of Review filed
"	"	"	Order Granting Appellant Leave to file Amended Bill of Review
"	5	"	Certified by Order

IRCUIT COURT OF APPEALS FOR THE CIRCUIT

ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT

District of Delaware

Kalodner

District Court No 895 in Equity
ct No 1,392,629

N ERROR, DENT — Receipts — Disbursements

REMARKS, ETC.

DATE Month	Day	Year	FILINGS AND PROCEEDINGS	CLERK'S FEES Plaintiff	Defendant	Amount Refunded
Oct	20	1934	Transcript of Record in cases 5540 filed in 5546	5 00		
.	.	.	Appearance of counsel, entered	50		
.	.	.	Stipulation to Argument List	100		
.	29	.	Report to Commissioner of Patents	50		
Nov	5	.	Stipulation to use Record of case 5540 as Record in this case filed	25		
.	9	.	Order allowing Record in case 5540 as Record in this case and Briefs contained filed	46		
.	15	.	Brief for Appellant filed in 5540	25		
Dec	22	.	Brief for Appellee filed in 5546	25		120
Jan	2	1935	Reply memorandum for Appellant filed in 5546	25		
.	.	.	Abbreviated Index of Exhibits etc filed in 5540	25		
.	7	.	Mimeographs of Facts & Patentees Arguments in Appellants Reply Memo filed in 5546	25		
.	.	.	Argued - Boden Buffington Davis - Thomson J J	20		95
June	26	.	Opinion of the Court by Davis J filed	45		
.	.	.	Order Affirming Decree filed	125		
.	27	.	Report to Commissioner of Patents	50		120
July	6	.	Petition for Rehearing filed	25		
Aug	6	.	Order Denying Petition for Rehearing filed	45		
.	7	.	Petition for Stay of Mandate & Order Staying Mandate to Sept 5, 1935, filed in No. 5541	25		
Sept	4	.	Certified Copy of Supreme Court Certificate of filing Petition for Certiorari filed in 5540	25		120
Oct	29	.	Order Denying Petition for Certiorari filed	25		
.	30	.	Mandate issued	500		525
April	21	1936	Petition for Leave to Present Defense of Abatement to the District Court filed	25		
.	.	.	Order Granting Leave to Appellant to Present Defense of Abatement to Court Below filed	45		
.	.	.	Brief filed by Appellant for Record, Menford, Ward &	100		170
July	23	1936	Order Submitting Rule to Show Cause to file Petition in this Court for Writ of Mandamus and Fixing Oct 3, 1936 for hearing filed in 5546	45		
.	24	.	Petition for Permission to Apply to the District Court for Bill of Particulars filed	25		
Oct	20	.	Praecipe to Argument List	100		
.	29	.	Praecipe for Appearance of Rule to Show Cause for Appellant filed	25		
Oct	3	.	Heard on Appellees Motion to Postpone Argument, Granted - Davis Buffington - Thomson J J	20		
.	.	.	Ordered Case be set for Argument in Second Week of December Session	20		
Dec	2	.	Stipulation to Amend Petition for Bill of Particulars filed in 5546	25		
.	.	.	Order Granting Appellant Leave to file Amended Bill of Particulars in District Court etc filed	45		
.	3	.	Certified Copy Order sent to Clerk of District Court	120		435

11 cases

107/2

Amici Exhibit 108

UNITED STATES OF AMERICA
Eastern District of Pennsylvania
Third Judicial Circuit

I, Wm. P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Docket Entries in the case of

Root Refining Company,
Defendant-Appellant

-vs-

Universal Oil Products Company,
Plaintiff-Appellee

(No.5546)

6 June 1, 1941

as the same now remains among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of July in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States the one hundred and sixty-sixth

Wm. P. Rowland
Clerk of the United States Circuit Court of Appeals, Third Circuit

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Amici Exhibit 108

No 5546-27

GENERAL DOCKET, UNITED STATES CIRCUIT COURT OF APPEALS FOR THE

Error to or Appeal from the United States District Court for the District of

ATTORNEYS FOR PLAINTIFF IN ERROR, APPELLANT OR PETITIONER

Arthur G Logan
Orton B Davidson
J Bernhart Spence
joined Addington Sears & Seibold on
Thomas G Haight
Charles M Thomas
William F Hall
B Boyd Allen Beal
Hugh M Morris

TITLE OF CASE

Root Refining Company
Defendant-Appellant
vs
Universal Oil Products Company
Plaintiff-Appellee

ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT

District of Delaware

Killits J

Appeal from District Court No 716 in Equity
on patent No 1,539,593

New cases 63-96 1337
Da 5609

DATE Month	Day	Year	ACCOUNT OF PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	RECEIVED	DISBURSED
July	12	1934	Deposit for costs	40.00	
Oct	3		Mr Thomas entered appearance for appellee		6.75
Jan	7	1935	Transcript of record filed		36.75
April	5		Mr Thomas entered appearance for appellee		1.45
June	26		Transferred from Equity 5609	2.15	
July	9		Mr Thomas entered appearance for appellee		12.20
Oct	8		Mr Thomas entered appearance for appellee		21.40
			Deposit for costs	21.21	
			Printing Testimony		19.46
Nov	7		Deposit for costs	1.85	
Jan	7	1936	Mr Thomas entered appearance and withdrew		5.25
	29		Transferred from Equity 5609	.05	
				23.26	23.26
April	23	1936	Deposit for costs	2.60	
July	7		Mr Thomas entered appearance and withdrew		1.70
Oct	28		Transferred from Equity 5609	.80	
			Docketing case [illegible]		1.00
					6.01
Jan	20	1939	Transferred to Equity 6329	3.30	3.30
Jan	10	1939	Mr Thomas entered appearance and withdrew		4.00
Jan	26	1939	Deposit for costs	4.00	

ABSTRACT OF COSTS

AMOUNT

REMARKS, ETC

8/14/35 all surplus record to Delinquential for sending up Record & Proceedings for Sup. Ct.

[illegible] Appeal dismissed by Circuit Court of Appeals

DATE Month	Day	Year	FILINGS — PROCEEDINGS
July	12	1934	Notice of Appeal filed
			Appearance of Counsel entered
Oct	19		Stipulation & Argument List
Oct	1		Printed Copies of Record Vol 1 filed (1,000 @ 15 cts the print
			Vol 2
			Vol 3
			Vol 4
			Vol 4a
			Vol 5
			Vol 6
	29		Report to Commissioner of Patents
Nov	16		Brief for Appellant filed
Dec	24		Brief for Appellee filed
Jan	2	1935	Motion for Appellant for leave to file reply memorandum filed
			Proof of service filed
			Reply Memorandum for Appellant filed 5 c.p. no copies filed
			Alphabetical Index of Plaintiff-Defendants Patent-File Wrapper & Exhibits
			Misstatements of Facts - Following Arguments on Appellant Reply Memo
			Argued - Brown, Coffington, Davis, Thomson for
June	26		Opinion of the Court by Davis filed
			Order Affirming Decree filed
			Copy of Opinion to Arthur G Logan
			J Bernhart Spence
	28		Report to Commissioner of Patents
July	19		Petition for Rehearing filed
Aug	6		Order Denying Petition for Rehearing filed
	7		Petition for stay of Mandate filed
			Order Staying Mandate to Sept 5, 1935 filed
	22		Certified Copy of Record - Proceedings to Jones Addington Sears Seibold
Sept	3		Enclosing Eligible exhibits for Jones Addington Sears Seibold
	4		Certified Copy of Supreme Court Certificate of filing Petition for C.
Oct	28		Order Denying Petition for Certio
	30		Mandate issued
April	21	1936	Petition for leave to present defense of Abstinent to District Court
			Order granting leave to Defendant-Appellant to Present Defense of Abste
			Certified Copy of
July	23	1938	Order Permitting Root Petroleum Co to file Petition in the Court for Ce
			Oct 3 1938 for hearing filed
	26		Petition for Permission to apply to U.S. Dist Court for leave to file a C
Sept	20		Consent to Argument List
Oct	3		Heard on Appellees Motion to Postpone Argument Grant. Denied,
			Ordered Case set for Argument in second week of December
Dec	2		Stipulation to Amend Petition for Bill of Review filed
			Order granting Appellant leave to file Amended Bill of Review in
	3		Entered by Order. to C

CIRCUIT COURT OF APPEALS FOR THE CIRCUIT

ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT	DATE Month	Day	Year	FILINGS—PROCEEDINGS	CLERK'S FEES Plaintiff	Defendant	Amount Returned to Appellant
	July	12	1934	Notice of Appeal filed	5 25		
				Appearance of Counsel entered	50		
	Oct	19		Transfer to Argument List	10		
District of Delaware	Oct	1		Printed Copies of Record Vol I filed (pp. 15 cents the printer served 10 cents on counsel	3 75		
				Vol II	3 75		
				Vol 3	3 75		
				Vol 4	3 75		
Mielder J				Vol 4A	3 75		
				Vol 5	3 75		
				Vol 6	3 75		
al from District Court No 716 in Equity on patent No 1,539,693		27		Report to Commissioner of Patents	50		
9 F (2) 337	Nov	15		Brief for Appellant filed	5 00		
	Dec	22		Brief for Appellee filed	5 00		3 75
	Jan	2	1935	Motion for Appellant for leave file reply memorandum filed	25		
				Proof of service etc filed	25		
NDANT IN ERROR, RESPONDENT — Received — Docketed				Reply Memorandum for Appellant filed L. C. P. two copies filed	25		
				Alphabetical Index of Plaintiff - Defendants Patent - File Wrapper and Exhibits filed ourselves two copies	25		
				Misstatements of Facts - Following Arguments on Appellant Reply Memo filed Pratt two copies	25		
				Argued - by Mr. Coffington, Mr. Davis, Mr. Thompson for Appellant	20		
	June	26		Opinion of the Court by Davis J filed	45		
				Order Affirming Decree filed	1 25		
				Copy of Opinion & Written by Logan, Bachrach, Thomas J. Bachrach, Thomas	5 00		
					5 00		
		28		Report to Commissioner of Patents	50		
	July	19		Petition for Rehearing filed	2 25		
	Aug	6		Order Denying Petition for Rehearing filed	45		
		7		Petition for stay of Mandate filed	25		
		12		Order Staying Mandate to Sept 15, 1935, filed	45		
		22		Certified Copy of Record - Proceedings to Jones, Addington Amer-Asbold Printed	11 75		
	Sept	3		Docketing Sept. substituted for Jones, Addington Amer-Asbold for use in Supreme Court	9 00		
		4		Certified Copy of Supreme Court Certificate of filing Petition for Certiorari filed	25		
	Oct	28		Order Denying Petition for Certiorari filed	25		
		30		Mandate issued	5 00		
	April	21	1936	Petition for leave to present defense of Abatement to District Court filed (united 14 copies all	25		
				Order granting leave to defendant Appellant to Present Defense of Abatement to Court below filed	45		
				Certified Copy of for Mandate Mandate Issued and Record Returned	10 0		
	July	23	1938	Order Permitting Pet Petitioners to file Petition in this Court for Bill of Review etc and Issuing Oct 3 1938 for hearing filed	45		
		28		Petition for Permission to file & U.S. Dist Court for leave to file a Bill of Review filed (no. 3 - no. 4)	25		
	Sept	20		Transfer to Argument List	10		
	Oct	3		Heard on Appellees Motion to Postpone Argument, by Mr. Davis, Coffington, Thompson J J.	20		
				Ordered Case set for Argument in second week of December Session	20		
	Dec	2		Stipulation to amend Petition for Bill of Review filed	25		
				Order granting Appellant leave to file Amended Bill of Review in District Court etc filed	45		
		3		Mandate filed by Order to filed of District Court	12		

REMARKS, ETC.

ONT

To Intermediate for marking exp

CL

on remand to District Court

Amici Exhibit 109

Amici Ex 109

March 15th 1900

Dear Judge.—
Yesterday was
your birthday, and-we
knew this & send you
a card, however we both
wish you all the joy
that life can give, and
many more happy
birthdays. Got the news
of arrangements of the day you
left & as soon receipt the
prints the wire, I will endeavour
to settle date, I've paid 75-00
for a piano, to [illegible] the pupils
up here; here is the first
copies of life, from the Lower
Mississippi River, was over
a fortnight ago and
hoped for a letter before
this to the Home Team

nos knowing it may possible to get home before from you. I shall carry out your instructions and will keep you posted. Truly hope you both had a pleasant trip home. We had a wonderful rain and the trees are putting out splendid. Colour I truly believe I can say this of in three years. With best wishes to everyone, including Miss Martha,

Yours devoted cousins,

Amelia A. Della

109/2

Amici Exhibit 109

March 18, 1938.

Dear Charlie:

Your letter of March 15th was received. Returned herewith is the letter of Mr. Cooley to you. If the City Council agrees to accept your proposition, I am wondering if you can get a reasonable time in which to pay the money. This would give you time to have your abstracts brought up to date and your deeds prepared and for me, if I can induce the parties to put the money into it, to run down to Florida and have the matter executed, etc. If they accept it, just as soon as they do, you better get in touch with me immediately, perhaps by telegram telling me that they have accepted your proposition. Then you should start immediately to have the abstracts brought up to date, showing that there is nothing against your properties but the taxes which you are compromising. I hope that they will accept the proposition and that I may be able to get the money for you.

I wish you would send me two boxes of fruit to Room 406 Post Office Building, Trenton. You can make one of them oranges and tangerines and the other you may mix with grapefruit as you choose. I wish you would get them off right away. One box I paid you for when I was there. For the other I am inclosing a check for $3.75.

We had a delightful trip to your home and enjoyed ourselves with you as we always do. You and Cousin Delta are good and gracious to us. We had a fine trip home, arriving at Elizabeth City the next day after we left you at about five o'clock. We remained there until Monday, when down to Norfolk and stayed over until Wednesday morning and reached home about four o'clock that day.

I am returning Elmer's telegram to you.

Hoping that everything is going well with you and Cousin Delta, I am, with kind regards from all, including Martha,

Yours sincerely,

1938

Amici Exhibit 109

Stokley

THOMAS H. COOLEY

HERBERT MESSER

Cooley & Messer
ATTORNEYS AND COUNSELORS AT LAW
MOUNT DORA, FLORIDA

March 28, 1935.

Honorable J. Warren Davis,
Federal Building,
Trenton, N. J.

Dear Judge Davis:

I was sorry that I was ill and unable to see you when you were in Mount Dora about the Stokley matter. I have not as yet gotten consent of the Town to accept $7,500.00 in full settlement of the paving and taxes. As a matter of fact I have not been able to see them since you were here.

I will be able to transact business next week and I will see what I can do and if they are agreeable to accept that amount a first mortgage from Mr. Stokley to you will be perfectly good. I am familiar with the Stokley title and in my opinion the titles to his property contemplated to secure the loan are good.

I will let you hear from me again just as soon as I can ascertain something definite.

Very truly yours,

Thos H. Cooley

THC/v

Dictated but not read.

Amici Exhibit 109

April 6, 1928.

Thomas H. Cooley, Esq.,
Mount Dora, Florida.

Dear Mr. Cooley:

Your letter of March 28th relative to the taxes of my cousin, Mr. Charles L. Stokley, was received. I hope that you will be able to secure the compromise which you mention in full settlement of his paving and taxes.

You state that you are acquainted with the titles to his properties and you think that they are good. I understood from him that a few years ago he had had an abstract made by some title company. I may be mistaken, but that was my understanding. I told him he would have to have that brought up to date. I am sure that the parties I have in mind here, whom I hope to get to advance the money, would require an abstract and probably a title insurance policy.

I like Charlie very much. He is a good friend of yours and speaks earnestly about his admiration for you. Anything that you can do to help him in this matter will be personally appreciated by me.

Yours sincerely,

Amici Exhibit 109

April 5, 1935.

Dear Charlie:

Inclosed you will find check for $3.75 in payment of a box of oranges which I wish you would send me to the Post Office Building, Trenton, N. J.

Inclosed you will find copy of a letter which I wrote to Mr. Cooley today.

I am glad to say everybody is well and affairs are going along as usual.

I trust that you are well and that matters will come your way.

With love to you and Cousin Delta, I am,

Your Cousin,

Mr. Charles L. Stokley,
Mount Dora, Florida.

109/6

Amici Exhibit 109

June 13, 1938.

Dear Charlie:

I saw Cousin Delta, Pauliand Billy this weekend. We had glorious weather and a good time at Commencement. Billy seemed to be very happy, running around with Judge Johnson's daughter and she seemd to be just as happy as he, in fact I think the entire Johnson family was happy at the attention which Billy was paying to Mary Louise.. I was so busy with the business and official end of Commencement that I did not have as much time to spend with Cousin Delta as I wish that I could, but I was glad to spend the time with her that I did have at my disposal.

I am wondering what has been done about the compromise of your taxes. In my judgment you ought to push that as persistently as you think will be helpful, working through Mr. Cooley, and as earnestly as you can. I would not let it drift any longer than seems to be wise for a favorable settlement or compromise.

I have been wondering whether or not you could not separate your tracts and pay the taxes on the house tract or home place where you live, if they finally refuse to compromise the taxes. Will you find out whether under the law that can be done? In other words I suppose the proceeding is a proceeding against the land, what is called in rem, and not against you personally. If that is right under the Florida law, I am under the impression that your tracts being separated they could not assess any deficiency on the sale of any of the other tracts against you personally and come upon your home place for that deficiency. If that is true, you might be able to save your home place which you have filled in, etc. if you were unable to save all or part of the other. Mr. Cooley, I think, could readily tell you that. Will you see him and let me know?

Hoping that you are well and that everything in general is going along nicely with you, I am, with kind regards,

Yours sincerely,

Amici Exhibit 109

NN-Dora Ala
June 23-35

Dear Judge,

Your letter of some days ago glad to hear from you. In regards to the City Lights. they have promised to let me know something July 1st. I am worried, because I have planned on one thousand dollars worth of fertilizer: 208.00 worth of dust & spray material

104/3

Amici Exhibit 109

and have grown six to 12 varieties, growing all the time as a very low estimate a ten thousand dollar crop of fruits, set over the trees. And is a pretty size for this time of the year. If I could get them to accept the offer I personally give him I feel like I could easily lay on my feet again. I'm glad to support I have every dollar of the fertilizer and spraying expended for. have 800 boxes for sale. stored in Norwalk & Newland. I owe 400. as a loan and some payments yet due the Truex Estate. Bill Barr gone to Norwalk with 200 box of oranges. having I been going some. had fried chicken, cream & gravy & dinner, I wished for you

Della reported a great
time from Bill came
said you & Dan Marguerite
looked splendid. They brought
Bill on home
with them arrived last
Wed night. Then Elmer
& Bill left yesterday
for Nordex. They stopped
by to see Lloyd &
family. Lloyd married
46 couples in 66 days.
He has a splendid
church & seems to be
doing a great work
Lots & love to each one
from Della & Bailie

109/10

Amici Exhibit 109

July 1, 1938.

Mr. Charles L. Stokley,
Mount Dora,
Florida.

Dear Charlie:

Your letter of June 23rd was received and I was glad to hear from you again and to learn that Cousin Delta and her party had safely reached their respective destinations.

It is splendid that you are spraying your trees, and keeping them in shape and have your ground fertilized and well cultivated.

However, I am concerned and that deeply, about your tax situation. I am beginning to fear that those people are not going to compromise with you and one important part of my letter you did not answer and that was whether or not, if they do not compromise with you, it is possible to redeem your home place separately and apart from the others by paying the taxes against it and not the others, or. I think this is important because if you could save your home place, if your salvage was not complete, it would be partial and very helpful and really to that extent satisfying. These taxes, as I understand it, at least they are generally in most all jurisdictions, are what is called in rem, that is, against the property as such and not against you personally. I wish you would find out whether or not your home place could be redeemed without the redemption of all of your property, by simply paying what is against it, so that it would be clear. I think you better be informed about that in case they finally refuse to compromise. They have held out so long I am beginning to be fearful. I wish you would get this information and let me know about it, for if you wait until the worst comes you might be in a hurry and flurry at that time. Also let me know what is against your home place.

Everybody is well at home. Please give my kind regards to Eunice, Delta and Tena. The girls sent us a box of oranges. I think that was very sweet of them.

It was a splendid thing for Bill to graduate from

10911

Amici Exhibit 109

Bucknell with honor and a fine reputation back of him. He is well liked generally. Nobody says anything against hi but everybody speaks well of him. He has made a splendid reputation and the money that you have put into his educati has been admirably spent.

Trusting that all of you are well and getting along nicely, I am, with kind regards,

Your Cousin,

109/12

Amici Exhibit 109

PAUL C. STOKLEY
Attorney and Counsellor at Law
PORTSMOUTH, VIRGINIA

88 Gillies Road,
July 7th, 1935.

Judge J. Warren Davis,
Trenton, N. J.,

Dear Judge:

Your letter of the first was forwarded to me and I appreciate more than I can tell you the interest you have manifested in assisting me in my tangled affairs.

I have some very fine fruit in storage here and one lot in Cleveland but find I made a mistake this year in holding the fruit because of the expense incurred.

The latest news from home is that the council meeting of July 2nd, last Tuesday, concerned itself chiefly with my proposition, and decided on a counter offer, the details of which I have not yet heard. I understand Mr. Cooley is writing me and I will in turn advise you immediately. I trust it will be possible to salvage my holdings as a unit, as it is so woven together in earning capacity that I am confident of paying it out very nicely if this adjustment can be made advantageously. Just before leaving home I made a tour of the state, and find that this will be a wonderful year for me as I have a good crop, while the crop in the lower part of the state is almost a failure. California also has a short crop, which should mean much as to our prices.

Am having a pleasant visit with the boys. We have just returned from South Street Baptist, and expect to get out to see some dear friends this afternoon. Was out to see Mother Thursday and she and Dad are as well as can be under the circumstances.

With kindest regards and best wishes to all, and again thanking you for taking time to be so considerate of me,
I am

Sincerely yours,

C L Stokley

10913

Amici Exhibit 109

THOMAS H. COOLEY HERBERT MESSER

Cooley & Messer

ATTORNEYS AND COUNSELORS AT LAW
MOUNT DORA, FLORIDA

July 8, 1935.

Mr. C. L. Stokley,
88 Gillis Road,
Craddock,
Portsmouth, Va.

Dear Charlie:

Last Tuesday night the Town Council of Mount Dora voted to deed back to you all of the town's rights in your property taken over under paving foreclosure for the sum of Ten Thousand Dollars cash. This means that the Town will cancel paving and taxes up to date and give you a quit-claim deed. You will have to assume the County taxes. This figure also includes the $1700.00 the town has already paid on State and County taxes.

Make arrangements to raise the Ten thousand dollars immediately for now is the time for you to get the property and there is no way for you to figure in getting it any cheaper.

Very truly yours,

Thos H Cooley

THC/v

169/IN

Amici Exhibit 109

PAUL C. STOKLEY
Attorney and Counsellor at Law
PORTSMOUTH, VIRGINIA

8[illegible] Road,
July 11th, 1935.

Judge J. Warren Davis,
Federal Building,
[illegible], N. J.,

Dear Judge:

Upon my arrival home this evening, I find that Dad has gone out to spend the night with his Dad and Mother, and left the enclosed letter from Mr. Cooley with a request that I forward it to you for your information.

We are glad to say that all are well with us and trust you are well and getting along nicely.

With kindest regards and all good wishes, believe me,

Sincerely yours,

Paul

Amici Exhibit 109

July 18, 1935.

Paul C. Stokley Esq.,
88 Gillies Road,
Portsmouth, Virginia.

Dear Paul:

Your letter of July 11th inclosing a letter from Mr. Cooley to your father was received.

It has been a long time since your father spoke to me about trying to get someone to help him out on his properties and the proposition is a little different from that which he mentioned to me, being one-fourth more.

I will take up the matter again and see what I can do but I wish you would have your father sit down and write me a description of his properties, full enough so that a stranger could understand it and also tell me when and how he thinks he can pay it back. All of this I will have to take up with the parties I have in mind; tell me also if there is any other encumbrance upon the property, or if the $10,000 for all the properties would mean that they would be entirely clear.

It was a great pleasure to see you at Bucknel as it always has been. I expect to be down in Norfol this fall and trust that I may see you.

With warm personal regards, I am,

Yours sincerely,

Amici Exhibit 109

PAUL C. STOKLEY
Attorney and Counsellor at Law
PORTSMOUTH, VIRGINIA

July 20th, 1935.

Judge J. Warren Davis,
Federal Building,
Trenton, N. J.,

Dear Judge:

I am up here, as Paul told you, selling oranges. It is not an experiment with me for I knew it could be done. Am catering to the hospitals, hotels and fancy groceries, and am getting $2.00 per bushel.

Am sending you a box today that has been packed sixty days, and would like for you to notice the flavor and juice content. This fruit has been kept at a temperature of 50 degrees. Also have a nice lot stored in Cleveland, Ohio, at a cost of 7¢ per month. I tasked myself to dispose of fifty boxes each day, after which I visit with friends and relatives. Had a good visit with "Jem" and Martha. He has neuritis in his shoulder and is suffering very much with it.

Have been trying for months to get the city council to make a definite offer for settlement of the lien on my property, and at last they have done so. If there is any possible way you can hlep me, please do so, as I cannot afford to lose this splendid crop of fruit that is fast maturing, as well as the property which consists of nine city blocks, which with the paving is cheap at $2,000. per block.

I feel safe in making a promise to clear the loan up within three years, and pay 8% semi-annually. Am being conservative, as it could probably be paid off earlier if required, but am trying to give myself ample time to keep

the groves in a fine state of cultivation, producing the finest yield.

As to the legal description, Mr. Cooley will be glad to furnish this to you. He also says the abstracts are alright, as he attended to that when he took the case to the supreme court of the state. The town of Mt. Dora has a master deed to the property and their quit-claim deed will give me fee simple ownership without encumbrance.

While possible to get a loan on the house and two and one-half acres, would rather pay more interest and keep the property as a unit. As you know, it is as good grove property as there is in the county, wonderfully protected from cold by the heavy hammock timber on the north-west, and with all natural advantages. Tomatoes in my garden even came through the cold snaps in good shape.

Delta and Elmer are at home holding the fort while I am digging away to dispose of this fruit.

With best regards to all the family, I am

Sincerely yours,

C. L. STOKLEY

Amici Exhibit 109

THOMAS H. COOLEY HERBERT MESSER

COOLEY & MESSER
ATTORNEYS AND COUNSELLORS AT LAW
MOUNT DORA, FLORIDA

July 23, 1935.

Honorable J. Warren Davis,
Federal Building,
Trenton, New Jersey

Dear Judge Davis:

At the request of Mr. C. L. Stokley I am forwarding to you the following information concerning the property now owned by the Town of Mount Dora and taken over under foreclosure from the said C. L. Stokley.

Description of property is as follows:

Block 404, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 405, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

Block 419, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That portion of Block 407, Section 32, according to the official map of the Town of Mount Dora, lying east of

Grandview Street, said map being recorded among the public records of Lake County, Florida;

ALSO

Block 406, Section 32, according to the official map of the Town of Mount Dora, and that portion of Block 407, Section 32, lying west of Grandview Street, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida;

ALSO

That parcel of land described as beginning at a point 686 feet west and 1021 feet North of Southeast corner of Southeast quarter of Southeast quarter of Southwest quarter, Section 32, according to theofficial map of Mount Dora, run thence South 105 feet along west side of Highland Street, West 305 feet, North 105 feet, and thence East 305 feet to beginning;

ALSO

Begin at a point 686 feet west and 814 feet North of SE corner of SE1/4 of SE1/4 of SW1/4 of Section 32, Mount Dora, thence south 76 feet along west side of Highland Avenue, West 305 feet, North 76 feet, East 305 feet, to point of beginning;

ALSO

That parcel of land adjoining the A.C.L. right-of-way N.E. of Lots 11 and 12 Grandview Terrace Sub. and beg. at the N. W. Cor. Oak Ave. & Clayton St., running North 100 feet, thence Northwesterly 90 feet along A.C.L. right-of-way, W. 60 feet, Southeasterly 170.5 feet to N.P.L. Oak Ave., thence E. along N.P.L. Oak Ave. to point of beginning;

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ALSO

Block 414, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, Florida, at Tavares, Florida;

ALSO

Block 422, less the South 40 feet, Section 32, according to the official map of the Town of Mount Dora, recorded among the public records of Lake County, at Tavares, Florida;

ALSO

Block 415, Section 32, according to the official map of the Town of Mount Dora, of record among the public records of Lake County, Florida;

ALSO

That portion of Block 416, Section 32, according to the official map or plat of the Town of Mount Dora, lying East of the Atlantic Coast Line Rail-Road right of way;

ALSO

That portion of Block 416, Section 32, according to the official map of the Town of Mount Dora, lying West of the Atlantic Coast Line Railroad right-of-way;

ALSO

The North 265.3 feet of Block 415, Section 32, according to the official map or plat of the Town of Mount Dora recorded among the public records of Lake County, Florida.

Statement of taxes and paving Due the Town:

Amici Exhibit 109

Block 419	$3,889.58
Blocks 414-422	3,678.23
Blocks 415-416	6,633.78
Block 407 and that part of Blocks 404 and 406 east of the railroad	3,880.28
Block 406, and that part of Blocks 404 and 406 lying west of the rr.	8,302.18
Unnumbered Lots north of Lots 11 and 12, Grandview Terrace	816.85
The tract on Highland Ave., 2½ acres, more or less	1,210.92
	$28,411.82

The 1934 taxes are not included in the above amount.

The Town Council has expressed its willingness to sell the above described property for $10,000.00 which is about one third that the Town has in the property. Also remember that there is quite a sum of the above amount incurred by the Town in cash. The attorney's fees and the State and County taxes were paid in cash by the Town.

If arrangements can be made reasonably prompt Mr. Stokley can get his property back for $10,000.00. That is the Town will give him a deed conveying all the right it has in and to the said property for that amount.

It is my opinion that the title to the above described property is a merchantable title and I base this opinion upon my familiarity with the title having handled the foreclosures.

Hope the above is the information you desire. If I can be of any service please advise me as I would like to see Mr. Stokley get his property back.

I will say that it took quite some time to get the Council to see fit to turn this property back for $10,000.00.

Very truly yours,

THOS. H. COOLEY

THC/v

Amici Exhibit 109

July 26, 1935.

Thomas H. Cooley Esq.,
Mount Dora, Florida.

My dear Mr. Cooley:

Thank you very much for your letter of July 23rd giving me a description of the Stokley property. I doubtless did not make myself clear when I wrote Charlie. I thought that I could get some friend of mine to loan him the money. What I wanted was not a description by metes and bounds but a general description of the property showing its value, etc. I thought that such a description would aid me in selling the idea to my friend in order to induce him to put the money into it. He does not want the property and his sole interest and my sole interest in it would be in enabling Charlie to get back his property and pay for it in the end and in case anything happened to Charlie, my friend would be able to get the money out of the property.

I think that my friend would require a policy of title insurance. Do you have such a company in Mount Dora or the County? However, I shall not speak to my friend more definitely than I have done until I hear from Charlie with that description. If he does decide to invest in the property I shall call upon you again.

Thanking you for your kindness in this matter, I am.

Yours sincerely,

Amici Exhibit 109

July 26, 1935.

Mr. Charles L. Stokley,
Mount Dora, Florida.

Dear Charlie:

What I wanted you to send me was not a legal descri
tion by metes and bounds, with reference to maps, etc. b
a description of the value of the property, the kind
groves, what it will earn, etc. so that I could sell the id
to my friend, so that he would believe he could put mon
into it safely. He would not want it but would be willi
to put money into it only to save it for you. Please wri
me as fine a description as you can. If my friend decid
to invest in the property, I would have to run down a
see that the deeds, title insurance, etc. which he would r
quire, are all right.

I have been away for a week fishing in the Thousan
Islands up in the St. Lawrence River.

Thank you very much for the oranges. They are e
cellent.

Hoping that I will hear from you soon, I am, wit
kind regards to you and all the folks,

Your Cousin,

Amici Exhibit 109

Thomas H. Cooley Herbert Messer

COOLEY & MESSER
Attorneys and Counsellors at Law
MOUNT DORA, FLORIDA

July 29, 1935.

Honorable J. Warren Davis,
Federal Building,
Trenton, New Jersey.

Dear Judge Davis:

Your letter of the 21st inst. to hand with reference to the Charles Stokley property.

For your information I will give you the nature of the improvements of this property as follows: Block 404, orange grove; Block 405, truck land; Block 419, grove; that portion of Block 407 East of Grandview Street truck land; Block 406, grove; the tract of land 105 x 305 feet described in paragraph 6 of the description as contained in my letter to you, is grove; the lot 70 feet by 305 feet described in paragraph 7 of the description as contained in my letter to you, is grove; the lot of land 60 feet by 170.5 near Grandview Terrace, is grove; Block 414, grove; Block 422, home block with dwelling house and grove; Block 415, grove, Block 416 east of A.C.L. Railroad, grove; Block 416 West of A.C.L. Railroad, grove; North 265.3 feet Block 415, grove.

This will give you a better insight as to the valuation of the property.

The property is unquestionably worth at least $20,000.00 and the town would not sell same to any one except Mr. Stokley for the $10,000.00 but they want him to be able to redeem his property because he was the owner at the time it was taken over.

Amici Exhibit 109

Hope you will be able to get more detailed information from Mr. Stokley as we would like to know as soon as we could the possibility of Mr. Stokley's redeeming this property.

We have a title guaranty company here who represents a big New York company and we can get the title guaranteed by a reputable company here in Lake County.

Very truly yours,

THC/v

THOS. H. COOLEY.

August 9, 1935.

Thomas H. Cooley, Esq.,
Mount Dora, Florida.

My dear Mr. Cooley:

Thank you very much for your letter of July 29th. Will you be good enough to tell me how long it would require, after notifying you, for the company to search and issue the title policy on Mr. Stokley's land? The party with whom I have been negotiating is away just now and will not return until toward the last of this month or the first of next and I imagine that the matter can be disposed of immediately after his return.

Yours sincerely,

Amici Exhibit 109

THOMAS H. COOLEY
Attorney at Law
Mount Dora, Florida

September 25, 1935.

Judge J. Warren Davis,
Federal Building,
Trenton, New Jersey.

Dear Judge Davis:

I have been out of town for about three weeks and just recently returned. Before I went away I prepared everything necessary to close the loan to Mr. Stokley on the basis with which you are familiar.

Your understand unless this loan can be closed immediately Mr. Stokley stands a chance of losing this year's fruit crop which in my estimation will amount to several thousand dollars. So will appreciate your advising me by return mail if you are ready to go ahead. If you are will be glad to furnish you the necessary papers and information and a guarantee title policy in a good reliable New York Company guarantying the merchantability of the title to this property.

Very truly yours,

THOS H. COOLEY

THC v

Amici Exhibit 109

Stokley

WESTERN UNION TELEGRAM

1935 OCT 3 PM 9 44

NAR419 37 NL XC=MTDORA FLO 3

JUDGE WARREN DAVIS=
FEDERAL BLDG

ADVISE BY RETURN WIRE POSSIBILITY FOR CLOSING THE STOKLEY DEAL WITH THE TOWN AS TOWN OFFICIALS DEMAND SHOWDOWN AT ONCE STOP IF STOKLEY CAN GET MONEY NOW HE WILL SAVE SEVERAL THOUSAND DOLLARS THIS YEARS FRUIT CROP=

THOMAS H COOLEY CITY ATTORNEY

Amici Exhibit 109

WESTERN UNION TELEGRAM

1935 OCT 24 PM 8 27

NAR 427 40 NL XC=MTDORA FLO 24

JUDGE J WARREN DAVIS=
FEDERAL BLDG

AMOUNT TO BE PAID DOWN DIRECTLY STOKLEY PROPERTY TEN THOUSAND NET STOP COUNTY TAXES TO BE ASSUMED BY STOKLEY TWENTY SEVEN HUNDRED STOP THIS IS OUR AGREEMENT HERETOFORE HAD WITH STOKLEY STOP PRESUME STOKLEY IS THERE BY NOW ADVISE STOP=

THOMAS H COOLEY

Amici Exhibit 109

October 25, 1935.

My dear Charlie:

Inclosed you will find copy of a telegram which I received this morning from Mr. Cooley and a copy of my reply to him. I do not think that Mr. Kaufman would want to put $2700 more into the property. You can let me hear from you at your early convenience, so that the matter may be settled one way or the other.

Frankly it seems to me that this $2700 is an afterthought and is not a fact. I am sure that the town never told you that you would have to be responsible for the taxes in addition to the $10,000 and I do not think that it was so understood, otherwise I cannot understand the third page of Mr. Cooley's letter to me of July 23rd. The two preceding pages are simply descriptions of your property. Read this carefully in the copy of my letter to Mr. Cooley which I am sending you, see what you can do and then let me hear from you.

With love to all, I am,

Your Cousin,

Mr. Charles L. Stokley,
Mount Dora, Florida.

Amici Exhibit 109

October 25, 1935.

Thomas H. Cooley, Esq.,
Mount Dora, Florida.

My dear Mr. Cooley:

I dictated a letter to you last night when Mr. Stokley was here, which was written this morning before your telegram was delivered, but I am sending it to you together with this letter.

Your telegram tells me that there is, in addition to the $10,000 to be raised by Mr. Stokley, $2700 to be raised to make the title clear. This was a surprise to me, as I am sure it was a surprise to him, for he did not so understand it and I certainly got a contrary view from what I thought and still think, is a reasonable interpretation of the third page of your letter written to me on July 23, 1935. You there state as follows:

"Statement of taxes and paving due the Town:

Block 419	$3,889.58
Blocks 414-422	3,678.23
Blocks 415-416	6,633.78
Block 407 and that part of Blocks 404 and 406 east of the railroad	3,880.28
Block 406, and that part of Blocks 404 and 406 lying west of the rr.	8,302.18
Unnumbered Lots north of Lots 11 and 12, Grandview Terrace	816.85
The tract on Highland Ave., 2½ acres, more or less	1,210.92
	$28,411.82

The 1934 taxes are not included in the above amount.

The Town Council has expressed its willingness to sell the above described property for $10,000.00 which is about

Amici Exhibit 109

one third that the Town has in the property. Also remember that there is quite a sum of the above amount incurred by the Town in cash. The attorney's fees and the State and County taxes were paid in cash by the Town.

If arrangements can be made reasonably prompt Mr. Stokley can get his property back for $10,000.00. That is the Town will give him a deed conveying all the right it has in and to the said property for that amount."

You further stated that the town had put quite an amount of cash in the property including state and county taxes and the amount which the town had in the property up until the time you wrote me, exclusive of the taxes for 1934, amounted to $28,411.82 and that the town would convey all the right it had in and to the property for the amount of $10,000. I do not see how you can interpret your letter in any other way than as Mr. Stokley has understood it and as I have understood it.

Again if your telegram is correct in that you say that "this is our agreement heretofore had with Stokley" and that it was so understood by him, why did you send this telegram at this time telling me something that you assumed I perfectly well understood. Mr. Stokley may be able to raise the $13,000 from some other source but frankly Mr. Kaufman does not want to take the property unless it is free and clear of taxes and he is unwilling to put more than $10,000 into it.

Mr. Stokley left here last night and will be home on Monday night. You may take up this matter with him if you think it would be of any avail.

I am leaving immediately for Lewisburg, Pa., to attend a meeting of the Board of Trustees of Bucknell University, where we are to elect a new president today, so I have dictated this letter and will ask my secretary to sign it for me.

Yours sincerely,

Amici Exhibit 109

Mt Dora Fla.
Oct 31st '35

Dear Judge.

I read your letter carefully then made to Tavares to the Tax office. I found if I could pay until March 15 settle these Taxes, I could save about 30% of the amt as the County Commissioners have appointed an adjusting Board. there is many gets behind during the Mid. Fruit fly period. then they buried our fruit. However I got a statement which I'm enclosing which is easy plan, if I was going to pay. The Dora Fruit I will expect to pay the Taxes and send the receipts to you to put with my papers. which I'm

Kaufman will hold.

I'm glad to report I ha
settled the small claims, ag
the Feb grocer of eleven hund
-dred dollars. Now I can give
you first mortgage on two
pieces of the extra property
or will deed it to you if you
think best.

I understand the situation
thoroly and do want to secure
Mr Kaufman so he won't crit
icise you.

I do want to get the prop
erty outs of the Town of Mr.
Dorn's Hands.

They have been enough Frauds
me last year to have paid
these delinquent taxes.

You instruct Mr. Cooley to

Amici Exhibit 109

Have the abstracts brought down to date excepting the State and Co. taxes. I will pay them and send the receipt to you to be turned with the ~~other~~ abstracts.

Grapes are looking nice, and fruit is coloring. Have my garden in fine shape. Luther attended to things nicely while I was away.

May not be able to get your fruit off by Sunday as I have so much to do.

Truly hope this will meet your approval and that you will soon send Mr. Lord down.

With best wishes to every one who treated me so nice. I am

as ever

Charlie.

2924

Amici Exhibit 109

"Statement of taxes and paving due the Town:

Block 419	$3,889.58
Blocks 414-422	3,678.23
Blocks 415-416	6,633.78
Block 407 and that part of Blocks 404 and 406 east of the railroad	3,880.28
Block 406, and that part of Blocks 404 and 406 lying west of the rr.	8,302.18
Unnumbered Lots north of Lots 11 and 12, Grandview Terrace	816.85
The tract on Highland Ave., 2½ acres, more or less	1,210.92
	$28,411.82.

Amici Exhibit 109

In Re: State and County taxes, Stokley property.

On payment of the 1934 taxes the delinquent State and County taxes now against the property will not be subject to purchase by any one before 1938 as 20% of said delinquent taxes have already been paid by the Town of Mount Dora, provided, however, that the current taxes are taken care of.

All of the Town taxes are included in the $10,000.00 up to and including the year 1935.

I told you & Mr. Kaufman there was about nine blocks worth three Thousand less. There is 14 blocks cheap as three Thousand each. Thats why the taxes are so much. But I'll pay every dollar of them this year. Had a good day yesterday on my Ten Thousand deal.

Charlie

Amici Exhibit 109

Nov.5,1936.

Mr. Charles L. Stokley,
Mount Dora, Florida.

Mr. Kaufman disturbed by Mr. Cooley's telegram. Can you compromise taxes with Town. If not have abstract brought to date except State and County taxes and wire me by night letter date you will positively pay all taxes and when abstr will be ready. You will have to convey other property till are paid.

J. Warren Davis.

10⁹/37

Amici Exhibit 109

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE
This is a full-rate Telegram or Cable-gram unless its de-ferred character is in-dicated by a suitable symbol above or pre-ceding the address.

WESTERN UNION

(15)

SYMBOLS
DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

Time filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

Received at 9 West State St., Trenton, N. J.

NOV 6

NAR287 16/20 XC=MTDORA FLO 6 255P

JUDGE J WARREN DAVIS=
FEDERAL BLDG

TELEGRAM STOKELY INDICATES YOU WANT ABSTRACT OUR
UNDERSTANDING YOU TO HAVE TITLE INSURANCE BOTH NOT NECESSARY
ADVISE WIRE IMMEDIATELY WESTERNUNION=

THOMAS H COOLEY.

WESTERN UNION ALONE SERVES 80% OF THE PLACES HAVING TELEGRAPH OFFICES

109/38

Amici Exhibit 109

Nov. 6, 1935.

Thomas H. Cooley, Esq.,
Mount Dora, Florida.

Mr. Kaufman insists upon title insurance in some reliable company. Abstract will not be necessary. Wire me when title insurance is ready.

J. Warren Davis.

109/39

Amici Exhibit 109

WESTERN UNION TELEGRAM

1935 NOV 6 PM 8 31

NAR141 49 NL XC=MTDORA FLO 6

JUDGE J WARREN DAVIS=

WILL SECURE TAXES WITH FIVE HOUSES HALF BLOCK NORTH FIVE THOUSAND TAXES TO BE PAID BY FEBRUARY TWENTIETH WILL HAVE FOUR THOUSAND INSURANCE READY ON HOME FRUIT NEARLY READY FOR MARKET WILL SEND THE BOXES SOON BORROWED SIX HUNDRED FROM BANK CLEARED GROVE FOR YOU WILL HAVE PAPERS READY=

C L STOKLEY.

Amici Exhibit 109

November 14, 1935.

Mr. Charles L. Stokley,
Mount Dora, Florida.

My dear Charlie:

Your telegram informing me that the taxes were $2700 and would be paid on February 20th; was received. Also that you would secure Mr. Kaufman by a mortgage or conveyance to him of five houses in addition to those covered in the agreement dictated when you were here.

I saw Mr. Kaufman last night in Philadelphia and told him about the matter. Mr. Lord will be ready to leave here next Monday night if by that time Mr. Cooley has the title insurance policy covering the property to be conveyed by the town ready. I am distressed by your mother's condition and hope that she will be better soon. If the worst happens, of course you will have to go home. I am wondering if the absence of Cousin Delta and your possible absence will not complicate the situation because Mr. Kaufman will require a quit claim deed for the property conveyed by the town and also a mortgage or conveyance of the other properties by you and Cousin Delta until such time as the money which he is loaning is repaid. He would prefer a conveyance under an agreement to reconvey rather than a mortgage. If Cousin Delta is away, I am wondering if the deeds could not be prepared and have you execute them and she could execute them upon her return. I think the matter should be closed up very speedily and I do not want to delay it if it can be avoided, for I know that you will be better satisfied and everybody else when the transaction is completed. I will send this letter by air mail and special delivery, hoping that it will reach you speedily. If there is any change so that

Amici Exhibit 109

you will have to be away you better notify me by telegram for I think Mr. Lord would not go in your absence. If there is no change and I hear from you or Mr. Cooley that the title policy is ready Mr. Lord will leave Monday and arrive in Sanford Tuesday afternoon. I will wire you as to the time of his arrival so that you can meet him in Sanford.

With kind regards from all, I am,

Your Cousin,

Amici Exhibit 109

Nov. 10, 1935.

Charles L. Stokley
Mount Dora, Florida.

Don't understand your telegram. Do you mean the five houses are worth five thousand or do you mean the taxes to be paid on February twentieth are five thousand dollars. When will the taxes whatever they are, be paid and when will the title insurance Policy be read?

J. Warren Davis

Amici Exhibit 109

A COPY OF

WESTERN UNION TELEGRAM

1935 NOV 12 PM 11 26

NY378 48 NL XC=MTDORA FLO 12

JUDGE J WARREN DAVIS=
FEDERAL BLDG

I GIVE MORTGAGE ON HOUSES AND LOTS TO SECURE PAYMENT OF TAXES IN SUM OF TWENTY SEVEN HUNDRED BE PAID FEBRUARY TWENTIETH HOUSES WORTH FIVE THOUSAND TITLE POLICY BE READY THIS WEEK COOLEY WILL WIRE MY MOTHER VERY ILL DELTA GONE TO HER FIRST TRUCK LOAD LEAVES TODAY=

C L STOKLEY.

Amici Exhibit 109

Charles L. Stokley,
Mt. Dora, Floriad.

Mr. Cooley has not wired that title policy is ready. You said it would be ready last week. Mr. Lord will leave ~~immediately~~ as soon as notified that policy is ready. He would prefer to come down this week. Wire when he can come.

J. Warren Davis.

Day letter,
1:15 p.m.
November, 20, 1935.

Amici Exhibit 109

WESTERN UNION TELEGRAM

1935 NOV 20 PM 11 54

Received at 9 West State St., Trenton, N. J.

NP200 41 NL=XC=MTDORA FLO 20

HON J WARREN DAVIS=
FEDERAL BLDG

WILL BE READY TO DELIVER DEED AND TITLE INSURANCE TO MR KAUFMAN NEXT MONDAY AFTERNOON STOP HAVE YOUR ATTORNEY BE HERE SUNDAY IF POSSIBLE AND GO OVER TRANSACTION WITH ME STOP WILL GET QUIT CLAIM DEED FOR STOKLEY PER YOUR LETTER=

THOMAS H COOLEY.

Amici Exhibit 109

November 21, 1935.

Thomas H. Cooley, Esq.,
Mount Dora, Florida.

My dear Mr. Cooley:

Your night letter was received this morning, stating that you would like to have Mr. Lord, who is looking after the matter for Mr. Kaufman, be there on Sunday if possible and go over the transaction with you. Mr. Lord is an Episcopalian, so he will not mind doing that, but I did not suppose that you Southern Baptists or Methodists would even think of going over a transaction on Sunday. He will leave here at 11:35 on Saturday morning and arrive in Sanford at 10:20 on Sunday morning. Mr. Stokley said that he would meet him at Sanford at any time. I am writing him by this mail asking him to meet Mr. Lord at Sanford at that time. I wish you would speak to Mr. Stokley also and see that he meets him.

It will be good if you will also have the quit claim deed prepared ~~there~~ so that Mr. Stokley and his wife can execute the deed to Mr. Kaufman. I shall thank you if you will expedite the matter so that Mr. Lord can return to Trenton at the earliest possible time as we are very busy and he is needed here.

Yours sincerely,

Amici Exhibit 109

November 21, 1935

Mr. Charles L. Stokley,
Mount Dora, Florida.

Dear Charlie:

Mr. Cooley sent me a night letter which I received this morning stating that the deed and title policy would be ready to deliver on Monday afternoon. In accordance with his request Mr. Lord will leave here on Saturday morning at 11:33 and arrive at Sanford on Sunday morning at 10:20. Will you please meet him at that time and place? Mr. Cooley wanted Mr. Lord to be there on Sunday. I am sending you a copy of my letter to him.

Mr. Cooley

Will you see that he has the quit claim deed from you and Cousin Delta to Mr. Kaufman for the property which the Town is conveying to Mr. Kaufman, so that it can be executed by you when Mr. Lord is there. Will you also have the deed conveying the Pet Grove, Stokley's Cement Building and the five houses to Mr. Kaufman ready? You stated that you were going to have those prepared by some other lawyer. Will you be good enough to have them prepared so that they can be executed on Monday morning and Mr. Lord will not be held up and can return here as soon as possible, because we are working under pressure at this time and he is needed back home. If you will be good enough to have those papers prepared and expedite his return I shall thank you very much.

I shall be glad when this transaction is completed so that you will know just where you stand and can start in to pay off on your properties and have them in your own name again.

Amici Exhibit 109

We have the agreements between you and Mr. Kauf
which have been executed by Mr. Kaufman. Mr. Lord
bring them down with him and have you and Cousin I
sign them and leave one with you and bring the other
to Mr. Kaufman. They are just as they were dictated
you were here with the exception of the addition of the
. by deed
houses and the conveyance of them A together with
Cement Building and the Pet Grove, rather than a
gage, upon which Mr. Kaufman insisted. As I stated to
before, you will have absolutely no trouble with him if
come anywhere near up to your agreement.

I am sending this letter by air mail and special deli
as I am also Mr. Cooley's, so that they will reach you i
shortest possible time.

Yours sincerely,

Amici Exhibit 109

...chased by the pul

School Bonds Sold At Par and Interest

Florida Bank and U. S. Purchase $107,000

Uncle Sam and the Florida Bank at Orlando today bought at par—100 cents on the dollar—plus four per cent accrued interest $107,000 of Orange County Special Tax School District bonds maturing in 30 years. Bond houses have dealt in Orange County school bonds as high as 104 in recent weeks.

United States Government offered to buy $98,000 of the bonds and the Florida Bank at Orlando took $9,000 at Apopka.

Total bonds were Apopka, $14,000 for one issue and $9,000 for another; Winter Park, $38,000; Pine Castle, $27,000 and Lockhart, $21,000.

Sale Confirmed

After the offers had been read by Superintendent Judson B. Walker the County School Board in special session, immediately confirmed the sale of bonds.

Commenting on the deal Chairman George A. Barker said the government's and Florida Bank's bids for the bonds at par plus accrued interest of four per cent indicated faith and confidence in the splendid financial position of Orange County.

Sale of these bonds means that work on buildings at Apopka, Winter Park, Pine Castle and Lockhart will be hastened, commented Superintendent Walker.

ADMIRAL BEATTY BURIED

Amici Exhibit 109

Dear Judge. Mch 31-
-ed the Truax out for M
-jack. with just thou
I have bought two fou
orange blossom in
lb. jars. the best I ha
ever tasted.

In regards to the Sa
I paid thirty eight hund
dollars, a little to soon
they have an adjusting
board over to Tabues, I
could have waited
till now. I would hav
rapid two thousand dol
I have those papers on
cord, and they are being
sent to you. in regards to
the Douglas matter. I am

going to be a little late, with
my payments & sub. to the
Indian. as I am tied
up by Patricia for a
while Price
The flowers are the
most beautiful I have
ever seen there. Little
ranges are about the
size of bees shot
Love to you all
Charlie & Della

P.S. Last Sunday we
attended a revival in
Dr Hurley's Church. We
had a pretty little child
about 12yrs old. Barbara
Hurley, among others, joined
the Church. We could see
favor of the old Dr. & learned
it was his Granddaughter

109/51

Amici Exhibit 109

FLORIDA

3,600 Lauderdale

Mch 1—37

Dear Judge

To get my Home stead Exemption this contract must be put on record and to do so Mr Kaufman must not sign this paper after I can put on record [illegible] have this attended to and oblige Heather is Grand We wish you were here to go to Rock Springs I am sending Bot arange and Enrich 25 this Record Money next time

Love to all

C L Stotler

Amici Exhibit 109

March 8, 1937.

Dear Charlie:

Your letter came with a copy of the agreement, which I will have acknowledged by Mr. Kaufman and send to you just as soon as I can have him acknowledge it, so that you can have it filed.

I owe you for the box of oranges which you sent to Clarence and the freight thereon; also for the box which you have sent to me and which I received Saturday. The latter included the nuts from Eunice. Will you please write and tell me how much I owe you for the whole thing so that I can send you a check?

I called Paul the night I reached Clarence's but he and his wife had gone to a movie. I talked to the young lady at the house and told her that Paul was not a bit ahead of you in Sunday School work for now you were acting as superintendent. I told her to tell Paul this. He did not call me that evening and we left early next morning, so I did not have an opportunity to talk with him

109/53

Amici Exhibit 109

personally.

I trust that you are well and that everything is going along nicely.

We had a good time at your home and thank you for your kindness.

With warm personal regards to you and Cousin Delia, I am,

Your Cousin,

1c 9/54

Amici Exhibit 109

March 16, 1937.

My dear Morgan:

Inclosed is the agreement which you made with Charles L. Stokley and Delta Stokley, his wife, with reference to his property. This agreement shows that while the property was conveyed absolutely ~~[illegible]~~ the conveyance constituted only an equitable mortgage.

There is a kind of Homestead law in Florida, whereby the owner of property is allowed $5000 exemption as to taxes. What Mr. Stokley wants is this exemption. He took the agreement to the taxing authorities and they said the agreement would have to be recorded before the allowance could be made and in order to record it, it would be necessary to have an acknowledgment taken to it. Will you be good enough to take the acknowledgement before a Notary Public which I have put on the bottom of the last page of the agreement, and send it to me? I shall thank you very much.

Yours sincerely,

Morgan S. Kaufman, Esq.,
Hotel Ambassador,
New York City, N. Y.

109/55

Amici Exhibit 109

March 16, 1937.

My dear Morgan:

Inclosed is the agreement which you made with Charles L. Stokley and Delta Stokley, his wife, with reference to his property. This agreement shows that while the property was conveyed absolutely ~~[illegible]~~ the conveyance constituted only an equitable mortgage.

There is a kind of Homestead law in Florida, whereby the owner of property is allowed $5000 exemption as to taxes. What Mr. Stokley wants is this exemption. He took the agreement to the taxing authorities and they said the agreement would have to be recorded before the allowance could be made and in order to record it, it would be necessary to have an acknowledgement taken to it. Will you be good enough to take the acknowledgement before a Notary Public which I have put on the bottom of the last page of the agreement, and send it to me? I shall thank you very much.

Yours sincerely,

Morgan S. Kaufman, Esq.,
Hotel Ambassador,
New York City, N. Y.

109/56

Amici Exhibit 110

Amici Ex. 110

FOR TELEGRAMS AND CABLEGRAMS

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE PRESIDENT

CLASS OF SERVICE DESIRED: DOMESTIC — CABLE

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Day Letter

Feb. 14 1936

To Mr. Charles L. Stokley

Street and No.

Place Mount Dora, Florida

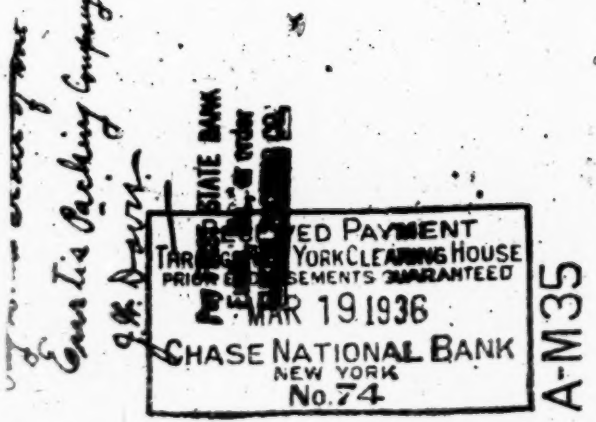
Had telegram from Mr Conklin stop Will be ups Saturday on time for supper and will stay over till Monday stop Would like to see him Saturday if convenient to him stop Don't forget to pay your taxes today on time

J Warren Davis

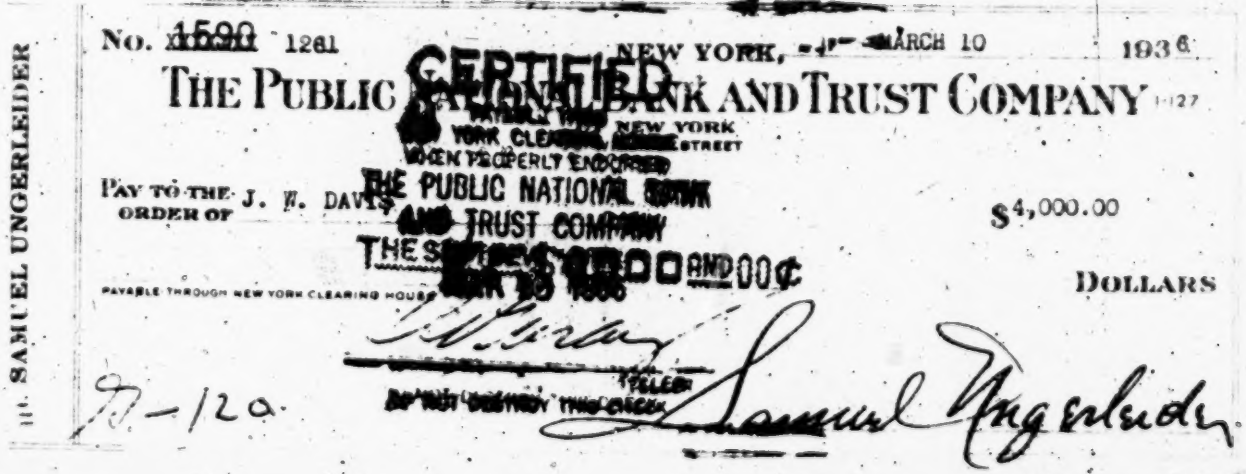
40 PLUS TAX

Room 227

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE


Sam'l Ungerleider Packing Company
J. W. Davis
STATE BANK
RECEIVED PAYMENT
YORK CLEARING HOUSE
MAR 19 1936
CHASE NATIONAL BANK
NEW YORK
No. 74
A-M35

MAR 17 1936
FIRST STATE


SAMUEL UNGERLEIDER
No. 1590 1281
NEW YORK, MARCH 10 1936
THE PUBLIC NATIONAL BANK AND TRUST COMPANY
CERTIFIED
NEW YORK
THE PUBLIC NATIONAL BANK AND TRUST COMPANY
PAY TO THE ORDER OF J. W. DAVIS
$4,000.00
DOLLARS
PAYABLE THROUGH NEW YORK CLEARING HOUSE
90-120
Samuel Ungerleider

Amici Exhibit 112

Payments made by Charles L. Stokley on account of $4000.00 loaned him on March 10, 1936 by J. Warren Davis.

The following payments have been made on principal:

June 22, 1936	$200.00	Balance $3800.00
July 7, 1936	$200.00	3600.00
Feb. 1937	$400.00	3200.00
Mar. 26, 1937	$500.00	2700.00
June 12, 1937	$500.00	2200.00
Aug. 1, 1937	$200.00	2000.00
Feb. 28, 1938	$400.00	1600.00
Mar. 3, 1939		
By credit for fruit	$197.50	
By cash	15.00	1387.50
Jan. 4, 1941		
By credit for fruit	4.00	1383.50
Jan. 7, 1941		
By credit for fruit	34.00	1349.50
Feb. 6, 1941		
By credit for fruit	5.00	1344.50
May 18, 1942	200.00	1144.50
May 29, 1942	100.00	1044.50
July 3, 1942	100.00	944.50

On Feb. 9, 1937 Mr. Stokley paid $320.00 for interest from March 10, 1936 to March 10, 1937.

Amici Exhibit 113

SCHEDULE OF PAYMENTS

J. W. DAVIS LOANS

May	20, 1938	Cash	$100.00
June	"	"	100.00
July	"	"	100.00
Aug.	"	"	100.00
Sept.	"	"	100.00
Oct.	"	"	100.00
Nov.	26 "	Check	100.00
Jan.	11, 1939	"	100.00
Mar.	31, "	"	100.00
Apr.	30 "	"	200.00
May	4 "	"	300.00
June	8 "	"	300.00
July	11 "	"	200.00
July	20 "	"	1400.00
Aug.	9 "	"	200.00
Sept.	15 "	"	200.00
Oct.	4 "	"	200.00
Nov.	2 "	"	200.00
Dec.	6 "	"	250.00
Jan.	8, 1940	Check	200.00
Feb.	15 "	"	200.00
Apr.	5 "	"	200.00
June	3 "	"	200.00
Aug.	31 "	"	200.00
"	31 "	" Marguerite Davis	1500.00
Oct.	19 "	"	200.00
Nov.	30 "	"	200.00
May	3, 1941	"	200.00
May	18, 1942	Equitable Life Ins. Co.	17111.76

Amici Exhibit 114

April 28, 1936.

Dear Charlie:

I received the Satisfaction of mortgage and Releases of Contract of the Eustis Packing Company which have been cancelled of record. Thank you for sending them to me.

I have been in the Jefferson Hospital in Philadelphia for ten days with gall-bladder trouble but am at home now and coming along very nicely. I am dictating this letter at home and so do not have the deeds for the property which you have conveyed to me as collateral security for the $4000.00 here, but as soon as I go back to the office I will write the contract, agreeing to return the property to you upon the payment of the money.

Martha wrote to you for me on April 17th, asking you to send me a box of fruit, but up to the present time we have not received it. I also had my secretary in Philadelphia write you for four small boxes of fruit and gave her the money to pay for them, and she used her check to pay for them. If you have not sent those boxes will you please do so at once?

Hoping that everything is going along nicely with you; I am, with love

Your Cousin,

Mr. Charles L. Stokley,
Mount Dora, Florida.

Amici Exhibit 114

March 15, 1937.

Mr. Charles L. Stokley,
Mount Dora, Florida.

Dear Charlie:

Inclosed you will find check for $11.01 in payment of the oranges and nuts in accordance with your letter of March 10th.

Martha wrote you a few days ago to send another box to me for which I will send you a check on its arrival. I wish you would send me a box of oranges and grapefruit. I am adding the grapefruit because I want to make a present of this box to a friend. (This is in addition to the box Martha ordered).

How are you getting along toward disposing of the rest of your fruit. I hope that when you have disposed of all of it you will have a good year and be able to reduce your payment on the $4000 mortgage very substantially.

We had a nice time when we were in Florida and greatly appreciate our association with you.

With love to you and Cousin Delta, I am,

Your Cousin,

Amici Exhibit 114

March 23, 1937.

Dear Charlie:

Inclosed you will find check for $7.75 in payment of the amount I owe you for fruit and honey in accordance with your last letter.

You say in your letter that this is the last of the sweet oranges and the valencias are not quite ready; that you have stored quite a lot of fruit and when you have disposed of it, you will get in touch with me.

I am wondering if it would not be better for you and also for me if you were to send me what money you have now to pay on the $4000 mortgage, then make another payment of all you can when you dispose of your valencias and the final payment when you dispose of the fruit which you have stored. I am sure that this will be best and if you will do this I shall appreciate it.

I trust that you are well and that everything is going along nicely with you.

I wish you would please send me another box of oranges and grapefruit as early as convenient.

With love to you and Cousin Delta, I am,

Your Cousin,

Mr. Charles L. Stokley,
Mount Dora, Florida.

Amici Exhibit 114

MT. DORA, FLORIDA
"MIDST LAKES AND HILLS" 3/25/37

Dear Judge—

Inclosed find check for 500 00 first payment on Orange Co Grove. I will send five hundred more, as soon as I hear from my Richmond fruit.

I purchased a nice box of fruit from a neighbor for 3 00 and I treated to the box so sorry to hear you had been sick hope you will soon be O.K,

Love

Charlie

Amici Exhibit 114

March 29, 1937.

Dear Charlie:

Your letter inclosing the check for $500 on the principal of the $4000 on your Orange County grove was received. I thank you for sending it. You said when you heard from your fruit in Richmond you would send me another $500. That will be fine. As I understand it you told me when I was there that you would be able to pay at least $2000 or possibly $2500 this year on that $4000. About when do you think you will be able to do that?

Thank you very much for sending me the oranges for which you inclosed the bill of lading. I did not mean for you to go out and buy them, but it is all right as I want to give them to a friend. I am inclosing my check for $3.00. You said you "treated" to the box. I do not want you to do that. You are good enough to me without treating me.

Hoping that you are well and that everything is going along nicely, I am, with kind regards to you and Cousin Delta,

Your Cousin,

Amici Exhibit 115

Dear Judge June 18-36.

your letter to hand. I am working hard trying to dispose of my chances I shipped by truck 521 Bar up there and they got on storage Haw ever hard and I telling them he sends them and to his trade some kind them back an acount of decay if they wood hold up I would realize $1500 out of them Karn had gone back for a load of Peaches we are trying to try and make something out of the truck rather than it sit and until fall I have Mavis $20.00 due me again there I shall depend on interest saturday to you I want to give you a correct account of 24 bales of print sold from this crop I sold Smalls print Co 30 bales $39.84.00 sent to marfolk print total net 71.13 sold a fine tax print 240.00 them sent five hundred twenty one of my sent to norfolk sent them

as you know I No 2 Well broke when I went to see you. the first money I realized from crops I bought fertilizer then I bought seed for Harding owing to unusual heavy rains I lost I will give you a list of what I spent the orange peeled for Tax $3391.72
fertilizer 1197.00
To cutting & spraying 288.00
sold corn to neighbor 100 on spray 100
Cost of Orange money 290
repair on State Rd. mortage
to our Kaufman new roof 471.20
Bal on Chitt Truck 217.25
Difference on Chevrolet pick up
Truck 209.81
Paid Thomas Caley attorney 100.00
Ephriel operation 207.00
I expected to get at least ten thousand
out of crop I am not out of debt I will
some out all OK I shall have fruit
to sell in Oct and you shall have every
dollar untill my obligation are settled
out

I am Best Wishes to all

Charlie

11/5/20

Amici Exhibit 116

TELEPHONES | 2
64

T. O. WILLIAMS

MANUFACTURER OF
HIGH GRADE SAUSAGE
WHOLESALE DEALER IN
PORK PRODUCTS, BEEF and PROVISIONS
216-20 South Street

PORTSMOUTH, VA

Dear Lodge

your letter rec'd July 6 - 34
I have taken out Some Life Insurance for
you at my last may God grant you so \10 ! as you
know I had some already I shal have to
have many heal soon We Paul and I are a
t Well to send Love. We will be here
till a load of Peaches from the Mt. of Virginia
They will send them soon if I make my
things are there we are going to meet you there
are sick how you much Little now I shall
ill the Dear Lord to make you well. I will
write again real Soon

Love to all

Charlie

Amici Exhibit 117

"March 3, 1936.

'Dear Charlie:

"Thank you for sending the two boxes of fruit one to W. R. Culpepper and one to W. B. Snowden. In accordance with your statement I am sending you my check for $7.00 in payment of the fruit and express.

"I congratulate you upon cleaning up your taxes. You might or might not have saved more by waiting for the adjustment board. In purchasing your bonds you saved quite a little and it may be best to clean them up and get them out of the way. Anyhow I am sure that knowing all the facts you did the wisest thing. They are now back of you. I think you have done exceptionally well this year to pay off these taxes and make your other payments. If you have your health and fair years, within two years you will clean up everything and have your property all clear. You will not even have to do so well as you did this year. When you get them all clear you will be sitting on top of the world as it were.

"I note that Mr. Stone says Mr. Barhart does not think $500 would be nearly enough for his

grove. I am inclined to think, however, that you can get it for $700, for if they keep waiting they will get practically nothing for it. I am returning the card.

"We had a delightful visit at your home. All of us greatly enjoyed our stay and association with you.

"With love, I am,

Your Cousin,")

117/2

Amici Exhibit 118

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT
JUDGE'S CHAMBERS
TRENTON, N. J.

TRENTON
JUL 9
1938
N. J.

[redacted]

Mr. William Gallagher,
Harts Bus Line,
Wilkes-Barre, Pennsylvania.

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT

CHAMBERS OF
JUDGE DAVIS

TRENTON, N. J.

July 9, 1938.

Mr. William Gallagher,
Harts Bus Line,
Wilkes-Barre, Pennsylvania.

My dear Friend Gallagher:

My nephew, John V. Haskett, has been looking for you or your buses to stop at our station in Columbus, New Jersey, on your way to and from Atlantic City. I understood when I was in Wilkes-Barre that you would look after this at once. Has it escaped your attention?

Thanking you for your kindness in this matter, I am,

Yours sincerely,

J. Warren Davis

W 8

Amici Exhibit 119

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN THE MATTER OF :

FRANK MARTZ COACH COMPANY, : No. 9788 IN BANKRUPTCY

DEBTOR. :

ORDER

AND NOW, June 27, 1938, after a hearing in open court held in accordance with order of this court dated June 1, 1938, and after due consideration, it is ordered that the trusteeship of the above named debtor corporation is hereby continued, and that Martin Memolo, Esquire, of Old Forge, Pennsylvania, be and hereby is appointed to act as sole permanent trustee of the above named debtor corporation, a bond to be filed by the said Martin Memolo, as sole permanent trustee, in the amount of $20,000.00, subject to the approval of the court, and that said permanent trustee, upon filing such bond, shall have all the title and shall exercise, subject to the control of the court and consistent with the provisions of Section 77B of the Bankruptcy Act, all powers of a trustee under said act, and also the same powers as those exercised by a receiver in equity to the extent to which such powers are consistent with law and subsequent orders of court, and subject to the authorization contained herein and the control of the court, the power to operate and continue the business of the debtor corporation until further order of court;

And it is further ordered that the period within which the debtor corporation may present a plan to be duly ac-

cepted by creditors and stockholders in accordance with law, is hereby fixed as on or before October 3, 1938.
Certified from the record

Date Aug. 31, 1938

S. W. Hofford, Clerk (S)

Albert W. Johnson
United States District Judges

Per (S) A. Benson
Deputy Clerk"

Amici Exhibit 120

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: :
: No. 9788
MARTZ COACH COMPANY :

ORDER

And now, June 1, 1938, Martin Memolo, Esquire, Old Forge, Pennsylvania, and William A. Gallagher, Esquire, 17 West Ross Street, Wilkes-Barre, Pennsylvania are hereby appointed Temporary Trustees in the above proceeding and directed to take charge of the property and assets of the debtor corporation and to manage and conduct said business until further order of this court; joint bond to be filed by the Trustees in the amount of $20,000.00, subject to approval of the court; and it is further

ORDERED that the said Trustees shall give notice by mail to all stockholders and creditors of the debtor corporation of the time and place of a hearing to determine whether or not the temporary appointment of said Trustees shall be made permanent; said hearing to be held on the 27th day of June, 1938 at Lewisburg, Pennsylvania at 11 A.M. and notice of the hearing to be published at least once a week for two successive weeks in the Wilkes-Barre Record a daily paper of general circulation in Wilkes-Barre, Pennsylvania.

/s/ Albert W. Johnson
United States District Judge

Certified from the record
Aug. 16, 1941
W. H. Mitchell, Clerk
by /s/ R. G. Lohmann
Dep. Clerk

(Seal of the District Court)

Amici Exhibit 121

Pursuant to the request of the Department of Justice I hereby, for myself and Mrs. Davis, submit the following information:

1. "Check stubs and checks 1924 to date—all accounts."

All checks and stubs which we now have in all bank accounts since 1924. These include:

Checks and stubs in the Broad Street National Bank from September 5, 1935 to date;

Checks and stubs in Trenton Trust Company from April 4, 1933 to date;

Checks and stubs in Salem National Bank & Trust Company from 1935 to date;

Stubs in the account of Mrs. Davis in the Broad Street National Bank from May 27, 1925 to September 8, 1926.

Stubs in her account in the Trenton Banking Company from April 16, 1930 to October 27, 1933.

Checks and stubs in her account in the Trenton Banking Company from June 9, 1938 to date.

Checks in the Pennsylvania Company in her account from November 2, 1936 and checks and stubs from March 8, 1937 to date. Some checks and stubs seem to have been lost.

2. "All records pertaining to savings banks accounts; including pass books."

These consist of two pass books, one for Mrs. Davis and one for myself in the Philadelphia Saving Fund Society; one pass book for myself in the Swedesboro Trust Company; two pass books, in the Trenton Saving Fund Society, one being a continuation of the other, of Marguerite G. Davis, Guardian for Robert Mercer Davis; two pass books, in the Trenton Saving Fund Society, one being a continuation of the other, of Marguerite G. Davis, Guardian for John W. Davis Jr.; two pass books in the Philadelphia Saving Fund Society, of Marguerite G. Davis, Guardian for Robert Mercer Davis and John Warren Davis Jr.

Amici Exhibit 121

3. "All statements of Brokerage Accounts."

The statements herewith submitted from the following companies are all that I have been able to find: Fenner, Beane and Ungerleider from April, 1933 to April, 1934; Emil J. Roth & Co., from July, 1933 to October, 1933; Baker, Weeks & Harden from October 1933 to September, 1938; Engel & Co., from February 1936 to January 1937; Ungerleider & Company from October 1938 to date.

4. "List of Banks and Brokerage Houses."

Banks:

Broad Street National Bank, Trenton, N. J.
Trenton Trust Company, Trenton, N. J.
Trenton Banking Company, Trenton, N. J.
First National Bank of Pedricktown, Pedricktown, N. J.
Pennsgrove National Bank & Trust Company, Pennsgrove, N. J.
Peoples Bank and Trust Company of Pennsgrove, Pennsgrove, N. J.
Salem National Bank & Trust Company, Salem, N. J.
Swedesboro Trust Company, Swedesboro, N. J.
Swedesboro National Bank, Swedesboro, N. J.
Philadelphia National Bank, Philadelphia, Pa.
Philadelphia Saving Fund Society, Philadelphia, Pa.
First National Bank of Miami, Miami, Florida.
Camden Safe Deposit & Trust Company, Camden, N. J.

Brokerage Houses:

Samuel Ungerleider
Emil J. Roth & Company
Fenner, Beane & Ungerleider
Engel & Company
Baker, Weeks & Harden
Boenning & Company
Hemphill, Noyes & Company
Eisele & King

Amici Exhibit 121

5. "Financial Statements."

It is difficult for us to give a financial statement of our worth at any particular time as we kept no books for that purpose. We do, however, remember with reasonable certainty the property which we had in 1928. Thereafter our net worth can only be approximately calculated from the records of the banks with which we dealt and from the brokerage accounts which the Department will be able to understand much better than I.

In 1928 we owned our home in Lawrenceville, New Jersey, in which we have resided since 1917. We paid $14,500.00 for it and placed a mortgage thereon of $8,000.00 as part of the purchase price which has remained on it ever since.

We had around $21,000 which was bequeathed to Mrs. Davis by her Uncle, Robert T. Seagrave, and aunts Mary Seagrave and Annie H. Valentine, deceased, together with several thousand dollars in cash which had been given to Mrs. Davis by Mrs. Seagrave and Mrs. Valentine in their lifetime. Mrs. Seagrave brought up Mrs. Davis from the time she was six years old. She remained with her until we were married and we made our home with her for about four years afterward. Mrs. Valentine came to live with us after we moved to Lawrenceville in 1917 and remained there until she died.

In addition James M. Davis, Francis Haskett and Joseph R. Hewitt owed us between $7000.00 and $8000.00. Practically all of this has been repaid together with loans of $900 to Quinton D. Hewitt between 1928 and 1933.

We also made in 1928 a profit of about $10,000 on the purchase and sale of stocks directly and not through the brokerage companies mentioned above. This money has nothing to do with our accounts in those companies.

The property above mentioned was in addition to an equity which we had in the stocks held by the banks and brokerage companies as security for our obligations to them.

Amici Exhibit 121

Therefore, in 1928, we had our home, less the mortgage of $8,000.00, and the property of the value of about $38,000.00, in addition to the above mentioned cash, not counting any equity in the stocks held by the banks and the brokerage houses.

Robert T. Seagrave, Uncle of Mrs. Davis, who bequeathed to her $12,000.00 in his last will and testament, owned a farm in his lifetime in Lower Pennsneck Township, Salem County, N. J., which was sold after his death by the executor of his estate for $12,500.00. The purchaser paid $5000.00 in cash and gave a mortgage for $7,500.00, the balance of the purchase price. Mrs. Davis took the mortgage on the farm as part of her legacy from Mr. Seagrave. This mortgage was subsequently assigned to the Trenton Banking Company as part security for its loan to her. The purchaser of the farm died and his heirs surrendered it to Mrs. Davis, subject to the mortgage of $7500.00. Early in 1938 the Trenton Banking Company offered to sell the mortgage to Mrs. Davis for $5,000.00 which offer she accepted and thereafter made payments thereon from time to time until March of the following year when she finished paying for it.

In 1937 we borrowed $4,900.00 to pay on margin accounts. $2,900.00 of this was borrowed from Mr. Samuel Ungerleider and $2,000.00 from Mr. John F. Macklin. We have paid Mr. Ungerleider $1,400.00 on his loans. I have borrowed from Mr. Macklin since 1933, $7,000.00 or $8,000.00 in temporary loans. All of these have been repaid to Mr. Macklin except the $2,000.00.

The above statement does not include the purchase of stock of the Bankers Trust Company of Philadelphia with Hon. Joseph P. Tumulty, which I have fully explained to the Department. The evidence of that transaction is contained in my bank records and those of the Philadelphia National Bank. Neither does it include the Ungerleider loan to me of $4,000.00 and the loan to us of $37,574.50, for the

security of which I assigned my life insurance policies. With this latter loan we satisfied our obligations to the Trenton Banking Company, the Swedesboro National Bank and The Swedesboro Trust Company. All of this has been fully explained to the Department. Nor does it include the Crestmont Park account in the Broad Street National Bank for which I have been acting as treasurer and trustee.

We now have the following property which constitute our assets: Our home, furniture, etc., in Lawrenceville, subject to the mortgage, the farm in South Jersey; an unpaid balance of $1,387.50 on the $4,000.00 loaned to Charles L. Stokley of Mount Dora, Florida; an equity in the following stocks held by the Broad Street National Bank as security for our indebtedness to it, now amounting to $15,519.80 which we are reducing from time to time:

100 shares Chrysler Corporation in the name of J. Warren Davis

100 shares Westinghouse Air Brake in the name of J. Warren Davis

37 shares Chase National Bank in the name of J. Warren Davis

3 shares Public National Bank in the name of J. Warren Davis

100 shares Union Traction Company in the name of Marguerite G. Davis

50 shares Pennsylvania Railroad Company in the name of Marguerite G. Davis

3 7/10 shares Amerex Holding Corporation in the name of J. Warren Davis.

We have in addition the following stocks:

8 shares Transcontinental & Western Air, Inc. in the Name of J. Warren Davis

Amici Exhibit 121

72 shares Public National Bank, in the name of J. Warren Davis

27 shares Chase National Bank, in the name of J. Warren Davis

2 7/10 shares Amerex Holding Corporation, in the name of J. Warren Davis

1 share Manhattan Company of New York, in the name of J. Warren Davis

10 shares United Corporation, in the name of J. Warren Davis

3 shares New York Title & Mortgage Corporation, in the name of J. Warren Davis

3 shares New York Title & Mortgage Company, in the name of J. Warren Davis

5 shares Swedesboro Trust Company, in the name of J. Warren Davis

13 shares Pennsylvania Railroad Company, in the name of Marguerite G. Davis

5 shares United Gas Improvement Company, in the name of Marguerite G. Davis

3 shares Philadelphia Electric Company, in the name of Marguerite G. Davis

6 shares Public National Bank, in the name of Marguerite G. Davis

2000 shares of the Columbia Broadcasting Company, which Mrs. Davis is holding for herself and children and which during the last week has been selling around $23 or $24 per share. This stock is deposited with the Pennsylvania Company at Fifteenth & Chestnut Streets, Philadelphia, to secure a loan which is now $23,300.

Respectfully submitted,

/s/ J. WARREN DAVIS.

Amici Exhibit 122

LAW OFFICES
PEPPER, BODINE, STOKES & SCHOCH
2225-42 Land Title Building
Philadelphia

(Stamped)
RECEIVED
Dec 9 1939
Special Assistant
Attorney General

December 7, 1939.

Matthew F. McGuire, Esq.,
Department of Justice,
Washington, D. C.

Dear Mr. McGuire:

When Mr. Willauer and his two associates called here on November 22nd he submitted to Judge Davis in my presence a written memorandum of information which he requested the Judge to furnish. A copy of the memorandum is enclosed herewith.

In compliance with Mr. Willauer's request, the Judge has gathered together and has deposited with me the data listed in the receipt which I gave him and of which a carbon copy is enclosed. He has also prepared and has now handed to me for transmission the inventory of assets and summary of business transactions prepared in accordance with the request of the Department. This, too, you will find enclosed.

As to the items listed in the receipt, I am reluctant to have the originals pass out of my possession as my experi-

ence in getting back documents from the government has not always been a happy one. All the items, however, are subject to inspection by your representatives here in my office. If the Department cares to have photostatic copies, these can be furnished at the expense of the government.

Very truly yours,

/s/ George Wharton Pepper

Amici Exhibit 123

ROOT, CLARK, BUCKNER & BALLANTINE
31 NASSAU STREET
NEW YORK

July 3, 1940.

Walther Gahagan, Esq.,
Assistant U. S. District Attorney,
Room 232, Federal Court House,
Foley Square, New York City.

Dear Sir:

In accordance with your telephone request we are enclosing the summaries of cash deposited and withdrawn from safe deposit boxes by Judge and Mrs. Davis during the period from January 1, 1932 to January 1, 1940.

Very truly yours,

/s/ Root, Clark, Buckner & Ballantine
(B. L.

Enclosures

Summary of Cash Deposited and Withdrawn
From Safe Deposit Boxes by Judge Davis
January 1, 1932—January 1, 1940

On January 1, 1932, Judge Davis had cash on hand of approximately $11,500. This had been accumulated as follows:

Received from Joseph G. Denny in repayment of a loan to him	$1,000
Received from David Lewis in repayment of a loan to him	3,000
Saved from Judge's salary from 1926 to 1930*	7,500

* Judge's salary increased in 1927 from $8,500 to $12,500.

Amici Exhibit 123

On January 1, 1940, Judge Davis had substantially no cash on hand. This difference ($11,500) together with additional receipts of cash received subsequent to January 1, 1932 (shown below) was used over the period from 1932 to 1940, as indicated below:

Receipts

January 1, 1932—Balance on hand	$11,500
1932-1937	
Received from J. M. Davis on account of his indebtedness to Judge Davis, approximately	6,000
1932-1937	
Received from Joseph R. Hewitt on account of his indebtedness to Judge Davis, approximately	1,500
1933-1938	
Received from Quinton Hewitt on account of his indebtedness to Judge Davis, approximately	900
1938	
Received from Mrs. Davis to pay Trenton Banking Company on account of purchase of mortgage on farm property	4,000
	$23,900

Amici Exhibit 123

Disbursements

August 15, 1932	
Deposited in Mrs. Davis' account with Fenner, Beane & Ungerleider	$4,000
1932	
Funds used by Judge Davis during the year to meet heavy interest payments, insurance premiums and miscellaneous living expenses, approximately	4,000
1936	
Given to Judge Davis' daughter, Mrs. Roger Firestone, for engagement and wedding gifts	1,500
October 13, 1937	
Deposited in Mrs. Davis' account with Baker, Weeks & Harden	200
October 19, 1937	
Deposited in Mrs. Davis' account with Baker, Weeks & Harden	1,300
1938	
Paid to Trenton Banking Company on account of purchase of mortgage on farm property	4,000
March 31, 1938	
Deposited in Mrs. Davis account with Baker, Weeks & Harden	400

Amori Exhibit 123

1938	
Paid to Samuel Ungerleider, on account of Judge Davis' indebtedness to him	600
1939	
Paid to Trenton Banking Company on account of purchase of mortgage on farm property	500
1933-1940	
Funds used by Judge Davis to supplement his salary and for miscellaneous expenses, the specific amounts and dates of which he has no recollection. To the best of Judge Davis' recollection, the bulk of this amount was spent during the years 1933 to 1936, inclusive	7,400
	$23,900

Summary of Cash Deposited and Withdrawn from Safe Deposit Box by Mrs. Davis January 1, 1932—January 1, 1940

On January 1, 1932, Mrs. Davis had cash on hand of approximately $8,000. This had been accumulated as follows:

Received from Mr. and Mrs. Seagrave and Mrs. Valentine over period from 1917 to 1926, approximately	$6,000.00
Miscellaneous savings from dividends, money from Judge Davis, etc., over period from 1926 to 1932, approximately	1,500.00
Cash received from Mr. Seagrave's estate	500.00
	$8,000.00

* This money was held apart by Mrs. Davis for Mrs. Firestone until 1937, at which time it was returned to Mrs. Firestone together with the additional $15.00 which Mrs. Firestone had given to Mrs. Davis in connection with the Page transaction.

Amici Exhibit 123

On January 1, 1940, Mrs. Davis had cash on hand of approximately $250. The difference ($7,750) together with additional receipts of cash received subsequent to January 1, 1932 (shown below) was used over the period from 1932 to 1940 as indicated below:

Receipts *

1932	
Balance on hand	$8,000.00
1933	
Received from David Lewis in repayment of his loan, approximately	3,100.00
1938	
Returned from First National Bank of Miami, Florida	1,000.00
	$12,100.00

Disbursements *

June 30, 1932	
Deposited in Mrs. Davis' guardian accounts with Hemphill, Noyes & Co.	$1,372.50
April 15, 1933	
Deposited in Mrs. Davis' account with Fenner, Beane & Ungerleider	1,000.00

* The above receipts and disbursements do not reflect loans of approximately $3,000 each to David Lewis in the years 1934 and 1935, and the repayment by him of like amounts in 1934 and 1935.

Amici Exhibit 123

1937	
Deposited in First National Bank of Miami, Florida	1,000.00
Given to Mrs. Firestone in connection with mortgage transaction with Mrs. Edward Page	2,000.00
1938	
Given to Judge Davis to pay Trenton Banking Company on account of purchase of mortgage on farm property	4,000.00
Paid to Pennsylvania Company as additional margin on loan against Columbia Broadcasting stock	2,000.00
1932-1940	
Miscellaneous small deposits and withdrawals, the amounts and dates of which Mrs. Davis has no accurate recollection, resulting in net withdrawals of approximately	477.50
	$11,850.00

Amici Exhibit 124

DAVID LEWIS CO.
Wholesale Dealers in
Scrap Iron, Metals, Etc.
Trenton, N. J.

November 4, 1933

Hon. J. Warren Davis
Trenton, New Jersey

My dear Judge:

I am enclosing herewith statement as per our conversation of this morning. I trust that you will see the party in question and try to arrange the loan for me. If necessary, I will give you my note to guarantee the loan of $2,725.00., and also stock.

Thanking you, I am

Sincerely yours,
DAVID LEWIS

DL/ER
1 Enc.

ORIGINAL WORTH

200	Shares of	Continental Motors	@	$24.62½¢	sh.	—	$ 4,925.00
100	"	" "	@	15.00	"	—	1,500.00
40	"	" "	@	17.00	"	—	680.00
200	"	" Pennroad	@	24.62½¢	"	—	4,925.00
40	"	" "	@	17.50	"	—	700.00
25	"	" City Service	@	38.50	"	—	962.50
100	"	" Con. Oil Delaware	@	17.87½¢	"	—	1,778.50
50	"	" Commercial Credit	@	24.62½¢	"	—	1,231.25
2	"	" Penn R R	@	42.00	"	—	84.00
100	"	" Chicago Great W.	@	12.00	"	—	1,200.00
2	"	" Polish Bonds	@	50.00 ea		—	100.00
							18,086.25

PRESENT VALUE

340	"	" Continental Motors	@	1.37½¢	"	—	467.50
240	"	" Pennroad	@	3.00	"	—	720.00
25	"	" City Service	@	2.25	"	—	56.20
100	"	" Con. Oil Del.	@	11.50	"	—	1,150.00
50	"	" Comm. Credit	@	14.62½¢	"	—	731.25
2	"	" Penn R R	@	27.25	"	—	54.50
100	"	" Chicago Great W	@	3.00	"	—	300.00
2	"	" Polish Bonds	@	35.00 ea.		—	70.00
							3,549.45

Amici Exhibit 125

DAVID LEWIS CO.
Wholesale Dealers in
Scrap Iron, Metals, Etc.
Trenton, N. J.

November 4, 1933

Hon. J. Warren Davis
Trenton, New Jersey

My dear Judge:

I am enclosing herewith sample contract copy, issued by us when we purchase scrap materials from dealers to be sold when we get orders for same from various steel mills.

Bethlehem Steel is buying steel scrap by the thousands of tons and we can make a fairly good profit when handling material of this sort on a brokerage basis, if we can make the necessary connections.

I will appreciate it very much if you will try to get me some business thru the above mentioned source.

Thanking you, I am

Sincerely yours,

DAVID LEWIS

DL/ER
1 enc.

Amici Exhibit 126

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT
PHILADELPHIA

Chambers of
JUDGE BUFFINGTON

March 9, 1938.

Hon. J. Warren Davis
U. S. Circuit Judge
Trenton, N. J.

My dear Judge:

I have gone over the enclosed (All Continent Corp. v. Steelman, Trustee, etc.) carefully and have no suggestions to make.

Very cordially yours,

JOSEPH BUFFINGTON.

Enc.

Amici Exhibit 127

THIS INDENTURE, Made this 27th day of February, A. D. 19 36

BETWEEN Charles L. Stokley and Delta M. Stokley his wife

of the County of Lake and State of Florida

parties of the first part, and J. Warren Davis

of Granton

of the County of and State of New Jersey

parties of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten dollars and other valuable Considerations to them, in hand paid, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part, and his heirs and assigns forever, all that certain parcel of land lying and being in the County of Orange and State of Florida, more particularly described as follows: All that portion of the North West Quarter of the South West Quarter of Section 4 Township 20 south, Range 27 East Lying Lying North and East of State Highway No 2 Federal Highway No 441 Containing seven acre more or less . Also lots 4,5,6,7,8 and 9, of Block 4 of Eastview Park, and Lot 4 Block A, Delaney Park according to thereof filed and recorded in office of clerk of the Circuit Court of Orange County Florida.

TOGETHER with all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in any wise appertaining. TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Elaine J Stokley
E. K. Brennan

Charles L. Stokley (Seal)

Delta M. Stokley (Seal)

Amici Exhibit 127

DEED BOOK 470 PAGE 325

STATE OF Florida
COUNTY OF Lake

I HEREBY CERTIFY, That on this 27th day of February A. D. 1936 before me personally appeared Charles L. Stokley and ..... H. Stokley to me known to be the person s described in and who executed the foregoing conveyance to J. Warren Davis and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said Delta H. Stokley the wife of the said Charles L. Stokley , on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Mount Dora, Florida in the County of Lake and State of Florida. the day and year last aforesaid.

(Seal)
Notary Public, State of Florida at Large
My Commission Expires: Oct. 5, 1936

Warranty Deed

Charles L. Stokley & Wife
TO
J. Warren Davis
Date February 27th 1936
ABSTRACT OF DESCRIPTION

Filed in the office of the Clerk of the Circuit Court of Orange County, Florida
on the ..... day of ..... A.D. 19..
at ..... o'clock ..... M and recorded
in Deed Book No. 476
on page 324-325 and record verified
..... Deputy
Thos. Warren Sons

127/2

Amici Exhibit 127

...OF FLORIDA
...TY OF ORANGE

I, C. M. Gay, Clerk of the Circuit Court in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above and foregoing is a true and correct copy of Letters from Clerk L. L. Ashley to Governor Dave filed in this office on the 2 day of April 1936 at 5:00 o'clock P.M. and recorded in Deed Book No. 476 on Page 374

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Orlando, 21 DAY OF March A.D. 1942

C. M. Gay
Clerk of the Circuit Court

By ... D.C.

State of Florida,
County of Orange. ss.

I, Frank A. Smith, one of the Judges of the Ninth Judicial Circuit of Florida, and presiding Justice of the Circuit Court of Orange County, Florida, DO HEREBY CERTIFY that the foregoing attestation is in due form, and is made by the proper officer.

Witness my hand and seal this the 29th day of May A.D. 1942

Frank A. Smith
Circuit Judge

State of Florida,
County of Orange. ss.

I HEREBY CERTIFY that the Honorable Frank A. Smith, who signed the foregoing certificate, is a duly commissioned and qualified Judge of the Ninth Judicial Circuit of Florida.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the said Circuit Court, this the 29th day of May A.D. 1942.

C. M. Gay
Clerk of the Circuit Court of Orange County, Florida,
By ... Deputy Clerk.

127/3

Amici Exhibit 128

Amici Ex 128

This Indenture, Made this 10th day of January A. D. 1930
between C.L. Stokley and Delta M. Stokley, his wife,
of the county of Lake, state of Florida,
called the Mortgagor, and The Eustis Packing Company, a Corp. of Eustis, Florida. called the Mortgagee.

Witnesseth, That the said Mortgagors, for and in consideration of the sum of Ten dollars and other valuable considerations to them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Mortgagee its successors and assigns forever, the following described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit

Lots 4,5,6,7,8,19, of Block C. of Eastview Park, and lot 4 Block A, of Delaney Park, according to plats thereof filed and recorded in the office of the Clerk of the Circuit Court, in and for Orange County, Florida..

and the said Mortgagors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided Always, That if said Mortgagors, his heirs, legal representatives or assigns, shall pay to the said Mortgagee its successors, legal representatives or assigns, a certain promissory note, a copy of which is on the reverse side hereof, and shall perform and comply with each and every stipulation, agreement and covenant of said note and of this Mortgage, then this Mortgage and the estate hereby created shall be void, otherwise the same shall remain in full force and effect. And the said Mortgagors covenant to pay the interest and principal promptly when due, to pay the taxes and assessments on said property, to carry insurance against fire on the building on said land for not less than $ ---------, approved by the Mortgagee, with standard mortgage loss clause payable to Mortgagee, the policy to be held by the Mortgagee, to keep the building on said land in proper repair, and to waive the homestead exemption.

Should any of the above covenants be broken, then said note and all moneys secured hereby shall, without notice, at the option of the Mortgagee its successors, legal representatives or assigns, so elect, at once become due and payable, and the mortgage be foreclosed, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including solicitor's fees, shall be paid by the Mortgagors and the same are hereby secured.

In Witness Whereof, The said Mortgagors hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in the presence of us

L R Grumann
Emma Cole

C L Stokley (Seal)
Delta M. Stokley (Seal)

12-8/1

Amici Exhibit 128

State of Florida,

County of Lake

I Hereby Certify, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, C.L. Stokley and Delta M. Stokley, his wife,

to me well known and known to me to be the person S described in and who executed the foregoing mortgage; and acknowledged before me that they executed the same for the purposes therein expressed, and the said Delta M. Stokley, known to me to be the wife of the said C.L. Stokley, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said mortgage, for the purpose of renouncing relinquishing and conveying all her right, title and interest, whether of dower, homestead or separate property, statutory or equitable, in and to the lands described therein, and that she executed the said mortgage freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal at Mount Dora

County of Lake and State of Florida this

10th day of January A.D. 1930.

Notary Public, State of Florida

My commission expires September 28, 1932

Mortgage Deed

FROM

C.L. Stokley et ux

TO

Eustis Packing Co.

Date Delivered Jan 10 A.D. 1930

Filed in the office of the Clerk of the Circuit Court of Orange County, Florida on the 2nd day of April A.D. 1930 at 2 o'clock P. M. and recorded in MORTGAGE Book No. 476 on page 73-74 and record verified.

C.H. Rossmiller Clerk

By Emily Parker D.C.

(COPY OF NOTE)

$ 2,000.00 January 10, 1930

On or before one year after date, for value received, I promise to pay to the Eustis Packing Company or order,

Two Thousand Dollars, with interest thereon at the rate of eight per cent. per annum from date until paid, said interest being payable annually, both principal and interest payable at Eustis Florida.

This note secured by mortgage on real estate of even date herewith, and is subject to all the terms and covenants therein contained.

C.L. Stokley

Delta M. Stokley.

128

Amici Exhibit 128

...TE OF FLORIDA
...NTY OF ORANGE

I, C. M. Day, Clerk of the Circuit Court in and for the County and State aforesaid

DO HEREBY CERTIFY, that the above and foregoing is a true and correct copy of Mtg
from C L Stokley et al to Curtis Corbin Co filed in this office on the 2 day of April
1930 at 8:40 o'clock A M and recorded in Mtg Book No. 176 on Page 73

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Orlando

31 DAY OF March A D. 1942

C M Day Clerk
of the Circuit Court
By Jas Smith D.C.

State of Florida,
County of Orange. ss.

I, Frank A. Smith, one of the Judges of the Ninth Judicial Circuit of Florida, and presiding Justice of the Circuit Court of Orange County, Florida, DO HEREBY CERTIFY that the foregoing attestation is in due form, and is made by the proper officer.

WITNESS my hand and seal this the 29th day of May A.D.1942,

Frank A Smith
Circuit Judge.

State of Florida,
County of Orange. ss.

I HEREBY CERTIFY that the Honorable Frank A. Smith, who signed the foregoing attestation, is a duly commissioned and qualified Judge of the Ninth Judicial Circuit of Florida.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the said Circuit Court, this the 29th day of May A.D.1942.

C M Day
Clerk of the Circuit Court of Orange County, Florida.

128/3

Amici Exhibit 129

Amici Ex 129

This Indenture, Made this 8th day of January A. D. 19 30

BETWEEN CHARLES L. STOKLEY AND DELTA M. STOKLEY, his wife,

organized and existing

called the Mortgagors, and EUSTIS PACKING CO., A CORP., called the Mortgagee

law of Florida, with principal place of business at Eustis, Florida.

Witnesseth, That the said Mortgagors, for and in consideration of the sum of

TEN Dollars,

to us in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged,

have granted, bargained and sold to the said Mortgagee, its heirs

and assigns forever, the following described land, situate, lying and being in the County of

Orange, State of Florida, to-wit:

All that Portion of NW¼ of NW¼ of SW¼ of Section 4, Township 20, S. Range 27 E., lying North and East of State Highway #2 known as Orlando, Mount Dora Highway, containing seven acres more or less.

and the said Mortgagors do hereby fully warrant the title to said land, and will forever defend the same against the lawful claims of all persons whomsoever.

Provided Always, That if said Mortgagors, their heirs, legal representatives or assigns, shall pay to the said Mortgagee, its legal representatives or assigns, a certain promissory note, a copy of which is on the reverse side hereof, and shall perform and comply with each and every stipulation, agreement and covenant of said note and of this Mortgage then this Mortgage and the estate hereby created shall be void, otherwise the same shall remain in full force and virtue. And the said Mortgagors covenant to pay the interest and principal promptly when due; to pay the taxes and assessments on said property; to carry insurance against fire on the building on said land for not less than $ approved by the Mortgagee, with standard mortgage loss clause payable to Mortgagee, the policy to be held by the Mortgagee, to keep the building on said land in proper repair; and to waive the homestead exemption.

Should any of the above covenants be broken, then said note and all moneys secured hereby shall without demand, if the Mortgagors, its legal representatives or assigns so elect at once become due and payable and the mortgage be foreclosed, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including solicitor's fees shall be paid by the Mortgagors, and the same are hereby secured.

In Witness Whereof, The said Mortgagors hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us:

Robert J. Ewell

Charles L. Stokley (Seal)

Delta M. Stokley (Seal)

129/1

Amici Exhibit 129

State of Florida,

County of Lake

I Hereby Certify, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Charles L. Stokley and Delia M. Stokley, his wife

to me well known and known to me to be the person s described in and who executed the foregoing mortgage, and acknowledged before me that they executed the same for the purposes therein expressed, and the said Delia M. Stokley known to me to be the wife of the said Chas. L. Stokley on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said mortgage, for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or separate property, statutory or equitable, in and to the lands described therein, and that she executed the said mortgage freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal at Mount Dora Florida

County of Lake and State of Florida

this 8th day of January A D 1930

Geo. C. Graham

My [illegible] Expires [illegible] 23, 1931

[illegible] OF FLORIDA

APR - 8 1930

Mortgage Deed

FROM

CHAS. L. STOKLEY, ET UX

TO

THE EUSTIS PACKING COMPANY,

A FLORIDA CORPORATION.

Dated [illegible] A.D. 19

Filed [illegible] day of [illegible] A.D. 19

[illegible] Clerk

[illegible] Deputy Clerk

(COPY OF NOTE)

$2,500.00 January 8th 1930

On or before three years after date for value received, we promise to pay The Eustis Packing Company, or order, Two Thousand five Hundred Dollars, with interest thereon at the rate of 8 per cent per annum from date until paid, said interest being payable annually, both principal and interest payable at Eustis, Fla. This note secured by mortgage on real estate of even date herewith, and is subject to all the terms and covenants therein contained.

C. L. Stokley

Delia M. Stokley

12914

Amici Exhibit 129

...TE OF FLORIDA
...NTY OF ORANGE

I, C. M. Gay, Clerk of the Circuit Court in and for the County and State above
...REBY CERTIFY, that the above and foregoing is a true and correct copy of Mtg
...win Charles L Hobby Jr to Curtis Perkins C filed in this office on the 8 day of April
1930 at 8:00 o'clock A.M. and recorded in Mtg Book No. 126 on Page 281
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Orlan...
31 DAY OF March A.D. 1942

C. M. Gay Cl...
...of the Circuit Court
By [illegible]

State of Florida,
County of Orange.ss.

I, Frank A. Smith, one of the Judges of the Ninth Judicial Circuit of Florida, and presiding Justice of the Circuit Court of Orange County, Florida, DO HEREBY CERTIFY that the foregoing attestation is in due form and is made by the proper officer. Witness my hand and seal this 29th day of May A.D. 1942.

Frank A Smith
Circuit Judge.

State of Florida,
County of Orange.ss.

I HEREBY CERTIFY that the Honorable Frank A. Smith, who signed the foregoing certificate, is a duly commissioned qualified judge of the Ninth Judicial Circuit of Florida. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this May 29, 1942.

C. M. Gay
Clerk Circuit Court, Orange County, Florida.

129

Amici Exhibit 130

[redacted]

THIS INDENTURE, made this 1st day of September, A. D. 1936, between U. L. STURLEY and DELTA M. STURLEY, his wife, hereinafter called the, "Mortgagors", and FIRST STATE BANK, a banking corporation organized and existing under the laws of the State of Florida, having its principal place of business in the City of Eustis, County of Lake and State of Florida, hereinafter called the, "Mortgagee."

WITNESSETH, the mortgagors are indebted to the mortgagee in the principal sum TEN THOUSAND DOLLARS ($10,000.00) as evidenced by one (1) or more promissory note or notes, signed by the mortgagors, either or both of them, and payable to the mortgagee, together with interest thereon at the rate of five per-cent., (5%) per annum from date thereof, payable annually, both principal and interest, being payable at, First State Bank, Eustis, Florida.

NOW, THEREFORE, in order to partially secure the aforesaid indebtedness and any extension or renewal thereof, as well as for and in consideration of the sum of ONE DOLLAR ($1.00) to them in hand paid by the mortgagee, receipt whereof is hereby acknowledged, the mortgagors have granted, bargained, and sold, and by these presents do grant, bargain and sell to the mortgagee, its successors and assigns the following described land, situate, lying and being in the County of Orange and State of Florida, to-wit:

> Lot Four (4), Block "A", Delaney Park, according to the Plat or Map thereof, of record in the Office of the Clerk of the Circuit Court, in and for Orange County, Florida.

and said mortgagors do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said mortgagors, their heirs, legal representatives or assigns, shall promptly and when due, pay

(Florida documentary stamps are on the original note)

130

Amici Exhibit 130

unto the said mortgagee, its successors or assigns, the promissory note or notes above mentioned, or any extension or renewal thereof, with interest on the principal balance remaining from time to time unpaid, at the rate of five per cent., (5%) per annum from date thereof, and shall perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants of said promissory note or notes and of this mortgage, together with all costs and expenses which the mortgagee may be put to in collecting said promissory note, by foreclosure of this mortgage, or otherwise, including a reasonable attorney's fee, then this mortgage and the estate hereby created shall cease and be null and void.

The mortgagors further convenant and agree to pay promptly when due and before delinquent, all state, county and/or municipal taxes, liens and/or assessments which may be now or hereinafter, during the term of this mortgage, legally levied and assessed against the above described property.

Should default be made by the mortgagors in payment of either principal or interest in accordance with the provisions and terms, the promissory note or notes evidencing the aforesaid indebtedness or in the performance of any of the stipulations, agreements, conditions and convenants of this mortgage, and/should such default continue for a period of thirty (30) days, the mortgagee may, at its option, foreclose this mortgage.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals, the day and year first above written.

C L Stokley (SEAL)

Stella M. Stokley (SEAL)

Signed, sealed and delivered in the presence of:

Emmie Cole

Frank W Gibbons

130/2

Amici Exhibit 130

STATE OF FLORIDA
COUNTY OF LAKE MORTGAGE BOOK 227 PAGE 7

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, C. L. STOKLEY and DELTA M. STOKLEY, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Mortgage, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said DELTA M. STOKLEY, known to me to be the wife of the said C. L. STOKLEY, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said Mortgage for the purpose of renouncing, relinquishing, and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Mt. Dora, said County and State, this 1st day of September, A. D. 1936.

Notary Public State of Florida at Large
My Commission Expires Aug 15-1939

MORTGAGE
AUG 9 1937
C. L. STOKLEY & wife
TO
FIRST STATE BANK
38687

Filed in the office of the Clerk of the Circuit Court of Orange County, Florida
on the 2nd day of Sept. A.D. 1936
at 11:00 A.M. and recorded in Mortgage Book No. 227 page 7
and record verified
Clerk

BISHOP & RUTHERFORD
ATTORNEYS AND COUNSELLORS AT LAW
ORLANDO, FLORIDA
FIRST STATE BANK

Amici Exhibit 130

...TE OF FLORIDA
...NTY OF ORANGE

I, C. M. Gay, Clerk ... Circuit ... for the County and State afore...
HEREBY CERTIFY, that the above and foregoing is a true and correct copy of ... mtg
... to First State Bank filed in this office on the 9 day of Aug
... at 11:00 o'clock A M and recorded in ... mtg ... Book No. ... on Page ...
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Orlan...
31 DAY OF March A. D. 19 42

C. M. Gay
... of the Circuit Court ... Clerk
By ...

... of Florida,
...y of Orange. ss.

...nk A. Smith, one of the Judges of the Ninth Judicial Circuit of Florida, ...residing Justice of the Circuit Court of Orange County, Florida, DO ...Y CERTIFY that the foregoing attestation is in due form, and is made ...e proper officer. Witness my hand and seal this 29th day of May, A. D. 1942.

Frank A. Smith
Circuit Judge

... of Florida,
...y of Orange. ss.

I HEREBY CERTIFY that the Honorable Frank A. Smith, who signed ...oregoing certificate, is a duly commissioned and qualified Judge of ...inth Judicial Circuit of Florida.

...TNESS WHEREOF I have hereunto set my official signature and ...this 29th day of May A. D. 1942.

C. M. Gay
Clerk Circuit Court, Orange County, Florida.

130/4

Amicus Exhibit 131

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT:

THE EUSTIS PACKING COMPANY, a corporation organized and existing under the laws of the State of Florida, with its principal place of business at Eustis in the County of Lake and State of Florida, the Mortgagee and holder of that certain mortgage, dated the 8th day of January, A. D. 1930, made, executed and delivered by CHARLES h. STOKLEY and DELTA M. STOKLEY, his wife, to THE EUSTIS PACKING COMPANY, a corporation, of Record in Mortgage Book 176, pages 208-209, in the Office of the Clerk of the Circuit Court in and for Orange County, Florida, has received full payment of the indebtedness evidenced and secured by said Mortgage and does hereby authorize and direct the Clerk of said Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, THE EUSTIS PACKING COMPANY HAS caused these presents to be signed in its Corporate name and its Corporate seal to be hereto affixed by its President thereunto duly authorized this the 11th day of February, A. D. 1936.

Signed, sealed and delivered in the presence of:

THE EUSTIS PACKING COMPANY

By A. W. Barnett

As Its President.

STATE OF ILLINOIS)
COUNTY OF COOK)

Filed in the office of the Circuit Court, Orange County, Fla. on the 17 day of Mar 36 12:3 o'clock P. M. and recorded in Mortgage Book 85 page 93 and record verified. Clerk By C. E. Grimsley D.C. No. 24297

BEFORE ME, the undersigned authority, personally appeared A. W. BARNETT, as President of THE EUSTIS PACKING COMPANY, a corporation, to me known to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as and for the act and deed of said Corporation for the uses and purposes therein set up.

WITNESS my hand and official seal in the County and State aforesaid, this the 11th day of February, A. D. 1936.

Notary Public State of Illinois

My Commission Expires: MY COMMISSION EXPIRES MARCH 27th 1938

131/1

ORANGE

I, C. M. Gay, Clerk of the Circuit Court in and for the County and State aforesaid

DO HEREBY CERTIFY, that the above and foregoing is a true and correct copy of d/ mtg

from Eustis Packing Co to Charles L Stubbs Jr. filed in this office on the 27 day of March

1936 at 7:45 o'clock P. M and recorded in D/R Book No. 85 on Page 93.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Orlando,

31 DAY OF March A D 1942

C M. Gay Clerk
of the Circuit Court

By Jas Smith D. C

Amici Exhibit 131

3997

Amici Exhibit 131

STATE OF FLORIDA)
COUNTY OF ORANGE)

I, C. M. GAY, Clerk of the Circuit Court of Orange County, Florida, and custodian of the records and seal of said court, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Satisfaction of Mortgage from Eustis Packing Co. to Charles L. Stokley and wife, recorded in Sat. #85 page 94, Orange County records.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 20th day of July A. D. 1942.

C M Gay
Clerk of the Circuit Court of
Orange County, Florida.

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

I, FRANK A. SMITH, one of the Judges of the Ninth Judicial Circuit of the State of Florida, and presiding Justice of the Circuit Court of Orange County, Florida, DO HEREBY CERTIFY that the foregoing attestation is in due form, and is made by the proper officer.

WITNESS my hand this the 20th day of July A. D. 1942.

Frank A. Smith
Circuit Judge.

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

I, C. M. GAY, Clerk of the Circuit Court of Orange County, Florida, DO HEREBY CERTIFY that the Honorable Frank A. Smith, who signed the foregoing certificate, is a duly commissioned and qualified Judge of the Ninth (formerly seventeenth) Judicial Circuit of the State of Florida for Orange County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the said Circuit Court, this the 20th day of July A. D. 1942.

C M. Gay
Clerk of the Circuit Court of Orange
County, Florida.

Amici Exhibit 132

RECORDS and LIENS BOOK 85 PAGE 94

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS THAT:

THE EUSTIS PACKING COMPANY, a corporation organized and existing under the laws of the State of Florida, with its principal place of business at Eustis in the County of Lake and State of Florida, the Mortgagee and holder of that certain mortgage, dated the 10th day of January, A. D. 1930, made, executed and delivered by CHARLES L. STOKLEY and DELTA M. STOKLEY, his wife, to THE EUSTIS PACKING COMPANY, a corporation, of Record in Mortgage Book 176, pages 73-74, in the Office of the Clerk of the Circuit Court in and for Orange County, Florida, has received full payment of the indebtedness evidenced and secured by said Mortgage and does hereby authorize and direct the Clerk of said circuit Court to cancel the same of record.

IN WITNESS WHEREOF, THE EUSTIS PACKING COMPANY has caused these presents to be signed in its Corporate name and its Corporate seal to be hereto affixed by its President thereunto duly authorized this the 17th day of February, A. D. 1936.

Signed, sealed and delivered in the presence of:

Clara D Sheldon

S B Petersen

THE EUSTIS PACKING COMPANY

By A W Barnett

As its President

STATE OF ILLINOIS

COUNTY OF COOK

Filed in the office of the Clerk of the Circuit Court of Orange County, Florida on the 27 day of Mar 36 7:45 o'clock A. M. and recorded in SATIS. MTGS. and LIENS Book No. 85 on page 94 and record verified

Clerk By [illegible] D.C. [illegible] No. 24298 Deputy

BEFORE ME, the undersigned authority, personally appeared A. W. BARNETT, as President of THE EUSTIS PACKING COMPANY, a corporation, to me known to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as and for the act and deed of said Corporation for the uses and purposes therein set up.

WITNESS my hand and official seal in the County and State aforesaid, this the 17th day of February, A. D. 1936.

Notary Public State of Illinois

My Commission Expires MY COMMISSION EXPIRES MARCH 27th, 1938

NOTARY PUBLIC

Amici Exhibit 132

FLORIDA
COUNTY OF ORANGE

I, C. M. Gay, Clerk of the Circuit Court in and for Orange County, Florida, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Deed
from Eunice Perry G. Charles L. Stanley filed in this office on the 7th day of March
1936 at 7 41 o'clock P. M. and recorded in Deed Book No. 811 on Page 94

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
31 DAY OF March A. D. 1936

C. M. Gay
Clerk of the Circuit Court
By Jas. Smith D. C.

Amici Exhibit 132

STATE OF FLORIDA)
(SS
COUNTY OF ORANGE)

I, C. M. GAY, Clerk of the Circuit Court of Orange County, Florida, and custodian of the records and seal of said court, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Satisfaction of Mortgage from Eustis Packing Co. to Charles L. Stokley and wife, recorded in Sat. #85 page 94, Orange County records.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this the 20th day of July A. D. 1942.

C M Gay

Clerk of the Circuit Court of
Orange County, Florida.

STATE OF FLORIDA)
(SS
COUNTY OF ORANGE)

I, FRANK A. SMITH, one of the Judges of the Ninth Judicial Circuit of the State of Florida, and presiding Justice of the Circuit Court of Orange County, Florida, DO HEREBY CERTIFY that the foregoing attestation is in due form, and is made by the proper officer.

WITNESS my hand this the 20th day of July A. D. 1942.

Frank A. Smith

Circuit Judge.

STATE OF FLORIDA)
(SS
COUNTY OF ORANGE)

I, C. M. GAY, Clerk of the Circuit Court of Orange County, Florida, DO HEREBY CERTIFY that the Honorable Frank A. Smith, who signed the foregoing certificate, is a duly commissioned and qualified Judge of the Ninth (formerly seventeenth) Judicial Circuit of the State of Florida for Orange County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the said Circuit Court, this the 20th day of July A. D. 1942.

C M. Gay

Clerk of the Circuit Court of Orange
County, Florida.

Docket 2032-34

BATTLE CREEK, INCORPORATED

GUEST LEDGER — MIAMI SPRINGS, FLORIDA

NAME — ROOM — RATE — ARRIVAL — DEPARTURE — DAYS

Judge Mrs J warren Davis — 307 — Reg 5 PM. — Mail 1-30-36

Trenton, N. J.

201 - 129.00
202 - 103.50
209 - 107.50
212 - 4.25
207 - 6.30
309 - 9.59
559.14
Above 370.50
929.64

118.30
115.20
119.69
15.15
559.14

Bill rendered to Saturday Mademoiselle

ITEMS	7 PM	DATE	DATE	DATE	DATE	DATE	DATE	DATE
Local Phone Tally	Feb 16	Feb 17	Feb 18	Feb 19	Feb 20	Feb 21	Feb 22	
Room and Meals	1500	1500	1500	1500	1500	1500	750 ✓	
Medical Attention								
Tray Service								
Sundries								
Local Phone	10	25	20	15	30		15 ✓	
Long Distance				25			✓	
Telegrams		16		63			✓	
C. O. D.								
Laundry		230				36	✓	
Nurse								
Taxi								
Baggage								
Examinations								
Linnen Drugs	500	250	250	300	T ... Tablets		1251	
Cash Advances								
Today's Charges	2010	2091	1770	1903	1530	1636	890	
Previous Charges		2010	4101	5871	7774	9304	10940	
TOTAL CHARGES		4101	5871	7774	9304	10940	11830	
Credits								
Due Today								

Feb 22 Pd Cash

133

Amici Exhibit 133

3002

GUEST LEDGER — MIAMI SPRINGS, FLORIDA

NAME

Mr. Morgan Kaufman
Scranton, Pa.

223 Key 6:45 PM.
Mail 2-2-36

Bills rendered to date Key Merchants

ITEMS	2/13/36	2/16	2/17	2/18	2/19	2/20	2/21
Local Phone Tolly							
Room and Meals	10 00	10 00	10 00	10 00	10 00	10 00	
Medical Attention	5 00	5 00	5 00	5 00	5 00	5 00	
Tray Service				25			
Sundries							
Local Phone	15	1 30	30	25	45		
Long Distance			1 95				
Telegrams							
C O D.							
Laundry				2 90			
Candy		1 25					
Taxi							
Baggage							
Examinations							
Urinalysis		1 00			1 00		
Medical supplies				3 00			
Cash Advanced							
Today's Charges	15 15	18 55	17 25	20 44	17 05	18 [illegible]	
Previous Charges		15 15	33 70	50 95	71 39	[illegible]	
TOTAL CHARGES		33 70	50 95	71 39	[illegible]	100 94	
Credits							
Due Today							

Feb 21
Burton

1 — 11 14.00
— 77 25
— 131 90
19 — 85
24 — 14.43
1 — 4 2
1 — 5 50
2 — 60 41
— 2 13
352.78

132.65
251.84
100.94
352.78

Amici Exhibit 184

3003

Amici Exhibit 135

"July 29, 1935

Mr. C. L. Stokley
88 Gillis Road,
Craddock, Portsmouth, Va.

Dear Charlie:

I am sending a quit claim deed for you to get John Wilkins Sawyer and his wife to sign for the reason that the other deed they gave you was described according to the Government survey and we should have a deed described according to the Blocks of the Town of Mount Dora in order to get your title insurance which Judge Davis will require.

I just had a letter from Judge Davis and he stated he was writing you, so furnish him any detailed information he may want so we can get this matter closed up as promptly as possible.

Please have this quit claim deed executed in the presence of a Notary and send it to me so I can get the title ready for Judge Davis.

Very truly yours,

THC/v

(handwritten notation)

Delivered to W.W.
12/13/39
THC.")

135

Amici Exhibit 136

Bank of Tavares

Tavares, Florida May 16 1939 No. 709

Pay to the order of Morgan S Kaufman $ 600

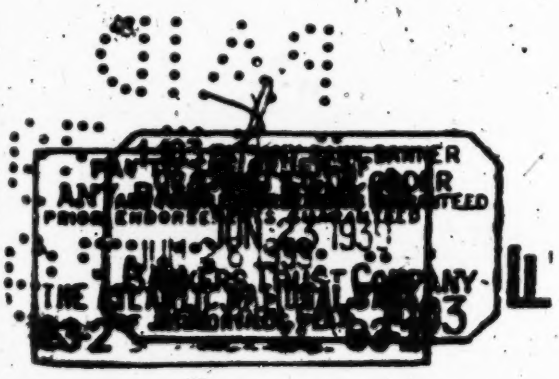
six hundred Dollars

C L Stoltzfus

134/1

FOR DEPOSIT TO THE ACCOUNT OF
MORGAN S. KAUFMAN

134/2



Amici Exhibit 137

UNITED STATES OF AMERICA
Eastern District of Pennsylvania
Third Judicial Circuit

Set.

I, Wm. P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Docket Entries in the case of

All Continent Corporation,
Appellant
-vs-
Hiram Steelman Trustee in Bankruptcy of William Fox, bankrupt,
Appellee

(No.6253)

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of July in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States the one hundred and sixty-sixth

Wm. P. Rowland
Clerk of the U. S. Circuit Court of Appeals, Third Circuit

137

No. 6253

GENERAL DOCKET, UNITED STATES CIRCUIT COURT OF APPEALS FOR THE

Error to or Appeal from the United States District Court for the District of

ATTORNEYS FOR PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	TITLE OF CASE	ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT
Cole & Cole - Murray C. Cooke Pepper, Bodine, Stokes & Schoch Biggins & Dever	All American Corporation Appellant vs. Hiram Shulman, Trustee in Bankruptcy of William Fox, Bankrupt Appellee	District of New Jersey
William Elmer Brown Jr. Montgomery, McCracken		

DATE			PROCEEDINGS
Month	Day	Year	
Oct	21	1931	Notice of appeal filed
.	.	.	Record received from District Court [illegible]
.	.	.	Appearances of counsel entered
.	24	.	Citation filed
.	.	.	Printed Copies of Record filed (28 sets)
.	26	.	Transfer & Argument List
.	29	.	Printed transcript of Record filed (Mimeo)
Nov	2	.	Heard on Motion for Allowance of Appeal by the Court [illegible]
.	.	.	Petition for Allowance of Appeal filed
.	4	.	Order [illegible] Appeal & [illegible]
.	6	.	Printed Copies of Supplemental Record filed (Mimeo) [illegible]
.	7	.	Brief for Appellant filed
.	13	.	Brief for Appellee filed [illegible]
.	.	.	Argued - Cole - Buffington & Dunn - Thomson [illegible]
.	24	.	Supplemental Memorandum for Appellee filed (Typed)
Dec	1	.	Opinion of the Court by Buffington [illegible] filed
.	.	.	Order Reversing Order of District Court filed
.	29	.	Certified Copy of Record & Proceedings [illegible]
June	6	1932	Certified Copy of Order Reversing [illegible]
.	13	.	Certified Copy of Supreme Court Endorsing Filing Petition for Cert
Feb	19	.	Order Granting Petition for Cert
May	23	.	Decree Reversing the District Court
June	8	.	Order Affirming Judgment of District Court in Conformity with Opinion
.	9	.	Certified Copy of Order Affirming Judgment of District Court [illegible]

DATE			ACCOUNT OF PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	RECEIVED	DISBURSED
Month	Day	Year			
Oct	22	1931	Deposit for Costs	450.00	
.	29	.	. (Motion Docket)	125.00	
Nov	14	.	.	230.00	
June	6	1932	Add'l fee on mandate [illegible]		66.55
April	6	.	.		33.00
July	6	.	.		21.00
June	19	1933	Refund Bal of Deposit		359
				755.00	755.00

DATE			ACCOUNT OF DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT	RECEIVED	DISBURSED
Month	Day	Year			
Dec	29	1931	Deposit for Costs (Montgomery, Md.)	75.00	
June	6	1932	Add'l fee on mandate [illegible]		7.50
June	19	1933	Refund Bal of Deposit		67.50
				75.00	75.00

ABSTRACT OF COSTS

Appeal	
Disbursed, Supt.	

Amici' Exhibit 137

R THE CIRCUIT

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of Record filed			000
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			25
			45
			126
			66.55
		710	760
			280
			26
			25
			320
			25
			45
			140
			210

Amici Exhibit 138

UNITED STATES OF AMERICA
Eastern District of Pennsylvania
Third Judicial Circuit

Sct.

I, Wm P. Rowland Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Docket Entries in the case of

All Continent Corporation and Eva Fox,

Appellants

-vs-

Hiram Steelman, Trustee in Bankruptcy of

William Fox, bankrupt

(6260) Appellee

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of July in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States the one hundred and sixty-sixth

Wm P. Rowland

Clerk of the U. S. Circuit Court of Appeals, Third Circuit

No 6260

GENERAL DOCKET, UNITED STATES CIRCUIT COURT OF APPEALS FOR THE CIRCUIT

Error to or Appeal from the United States District Court for the District of

ATTORNEYS FOR PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	TITLE OF CASE	ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT
Cole & Cole Pettey Cotton Stokes & Church Ferd Newman Rose & Becker	All Continent Corporation and Eva Fay, Appellants vs Hyman Steelman, Trustee in Bankruptcy of William Fox Bankrupt, Appellee	District of New Jersey Love J
William Elmer Brown Jr		

No 26 E 31

See In 53-1395-6097-6098 (1500) Bankruptcy

DATE	ACCOUNT OF PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	RECEIVED	DISBURSED
Nov 2 1936	Deposit for Costs	400.	
Jan 6 1937	Deposit for Costs (Martin-Taylor)	250	
Feb 6	Ad fees earned per Mandate		20.00
Jan 7 1938	" " "		7.50
April 6	" " "		4.75
" 7	Deposit for Costs	1000.	
July 6	Ad fees earned per Mandate		25
April 6 1938	" " "		5.00
May 10	Transcript from case 7222	15	
		1465	1465

DATE	ACCOUNT OF DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT	RECEIVED	DISBURSED
April 6 1938	Deposit for Costs (Wm Elmer Brown)	1060.	
July 6 "	Ad fees earned per Mandate		1060

ABSTRACT OF COSTS	AMOUNT	REMARKS, ETC.
[illegible]		Printed 3 Vols of Testimony from pt 9 pages

DATE			FILINGS—PROCEEDINGS
Month	Day	Year	
Nov	2	1936	Notice of Appeal filed
"	"	"	Citation filed
"	"	"	Appearance of counsel entered
"	"	"	Record on Motion for Allowance of Appeal by this Court, by Brown Buffington
"	"	"	Petition for assign filed 6 cs copies
"	4	"	Order Granting Leave to Appeal filed
"	13	"	Petition to advance case for early hearing filed typed 1 copy
"	"	"	Hearing on Petition by Brown Buffington Davis & Thompson JJ
"	18	"	Answer in opposition to Motion to advance argument of appeal filed typed
"	21	"	Memorandum in Reply to Answer of Appellants filed typed - 4 copies
Dec	7	"	Transfer to Argument List
"	9	"	Record received from District Court Volumes 1 to 7 inclusive
"	11	"	Brief for Appellant filed
"	"	"	Printed 6 Copies of Record filed 2 volumes
"	"	"	Motion & Petition to Dismiss Appeal filed typed 1 copy only
"	"	"	Proof of Service of Motion filed
"	"	"	Hearing on Appellee's Motion & Answer to the Appellant's Motion to Dismiss with Testimony by Brown Buffington Davis & Thompson JJ
"	"	"	Ordered that Argument on Merits be fixed for Dec 22 1936
"	"	"	Order Granting Leave to Submit Note of Testimony in Opposition to Motion
"	22	"	Brief for Appellee filed typed - 6 copies each
"	"	"	Certified Copy of Order Granting Leave to Submit Note of Testimony etc to Mandate
"	"	"	Argued - Brown Buffington Davis & Thompson JJ
Jan	8	1937	Printed transcript of Record filed (Supplemental)
Feb	19	"	Order for Rehearing filed
Mar	8	"	Notice of Motion by Appellee to advance Case for hearing filed typed
"	"	"	Heard on Motion & advance by Brown Buffington & Davis JJ
"	"	"	Ordered Case be set for Dec 6 1937
"	"	"	Transfer to Argument List
Dec	6	"	Brief for Appellee filed
"	"	"	Reargued - by Brown Buffington Davis & Thompson JJ
Mar	31	1938	Opinion of the Court by Buffington J filed
"	"	"	Dissenting Opinion by Goodrich J filed
"	"	"	Order Reversing Order of Oct 9 1936 of District Court, filed
"	"	"	Copy of Opinion to Mr Clark, Newman Rose & Becker
April	4	"	Certified Copy of Record & Proceedings & William Elmer Brown Counsel
May	20	"	Supreme Court Order Granting Petition for Certiorari
Jan	16	1939	Supreme Court Mandate filed & mimeograph Opinion Certiorari
Feb	11	"	Mandate issued Cost & Copy

Amici Exhibit 138

HE CIRCUIT

FILINGS—PROCEEDINGS	CLERK'S FEES Plaintiff	CLERK'S FEES Defendant	AGENT'S FEES
ed	5 25		
	25		
sal entered	50		
Allowance of appeal by this Court, & now. Buffington, Davis & Thompson JJ	20		
filed [illegible] copies	25		
& Appeal filed	45		
case for Lodg hearing filed Typed 1 copy only	25		
& Now. Buffington, Davis & Thompson JJ	20		
& Motion & Argument of appeal filed Typed 1 copy only	25		
by & Answer of Appellant filed Typed - 1 copies	25		
st Last	100		
District Court [illegible]	—		
filed	500		
ecord filed [illegible]	✓ 600		
Remain Appeal filed Typed 1 copy only	✓ 25		
ation filed	25		
tion & Decree with Appellee's Motion & Argument with printing notes of Buffington, Davis & Thompson JJ	✓ 20		
ument on Merits be heard fri Dec 22. 1916	✓ 20		
& Submit Notes of Testimony in Typewritten Form filed	✓ 45		
in Typed 1 copies only	500		
ranting Leave & Submit Notes of Testimony etc & Murray & Becker	100		
ington, Davis & Thompson JJ	✓ 20		2 00
Record filed (Impression)	2450		2450
filed	✓ 45		
Appellee to Advance Case for hearing filed Typed 1 copy	25		
Decree Now. Buffington & Davis JJ	20		
ber Dec 6. 1917	20		
Last	100		
ed	500		
ffington, Davis & Thompson JJ	✓ 20		20
by Buffington J filed	✓ 25		
y Holland J filed	✓ 45		
ay of Oct A.D. 1918 of Supreme Court, filed	✓ 125		
Hall, Newark Rose & Becker	700		910
& Proceedings & William Glover Brown (Receiver)		1060	1060
me Court Order Granting Petition for Certiorari filed	25		20
date filed & remitting Certificate, Certiorari	25		
& Copy	520		545
	9465		
	700		
	1765		
Record	11080		
	509.15		

138/2

Amici Exhibit 139

UNITED STATES OF AMERICA
Eastern District of Pennsylvania
Third Judicial Circuit } Set.

I, Wm P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Docket Entries in the case of

Eva Fox,
Appellant
-vs-
Capitol Company, Chicago Title & Trust Company,
Hiram Steelman, Trustee in Bankruptcy for
William Fox,
(6472) Appellees

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of July in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States the one hundred and sixty-sixth

Wm P. Rowland
Clerk of the U. S. Circuit Court of Appeals, Third Circuit

No 6472 10 Pet

GENERAL DOCKET, UNITED STATES CIRCUIT COURT OF APPEALS FOR THE

Error to or Appeal from the United States District Court for the District of

ATTORNEYS FOR PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	TITLE OF CASE	ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT
Reed Thurgood Reese Becker Cole & Cole	Ezra Fox Appellant vs.	District of New Jersey
Thompson Hanstein William Elmer Brown	Capital Company, Chicago Title & Trust Company, Hiram Ullman Trustee in Bankruptcy for William Fox Appellees	No 28.431

96 Fed (2nd) 684

In matter of William Fox bankrupt - Nos. 6263 & 6260 - 6093 and 6329 Southern Dist. N.Y.

DATE			ACCOUNT OF PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	RECEIVED	DISBURSED
Month	Day	Year			
May	18	1937	Deposit for Costs	40.00	
July	6	"	U.S. fee received upon mandate #10137		10.00
Aug	24	"	Deposit for Costs	295.85	
Sept	16	"	Deposit for Costs (Marston-Lyle)	43.00	
	10	"	Printing Record		295.80
Oct	6	"	U.S. fee received upon mandate #10137		55.25
Jan	7	1938	" " " " " #10137		12.00
April	6	"	" " " " " #10137		90.00
	28	"	Deposit for Costs	60.00	
June	20	"	Receipt from Clerk 6605	10.50	
July	6	"	U.S. fee received upon mandate #10137		12.50
				549.40	394.90

Case Book
6093
6605

ABSTRACT OF COSTS	AMOUNT	REMARKS, ETC.

DATE			FILINGS—PROCEEDINGS
Month	Day	Year	
May	18	1937	Petition filed
"	"	"	Appearance of counsel entered
"	19	"	Petition for allowance of Appeal by this Court filed
"	"	"	Notice of Motion for allowance of Appeal by this Court filed
"	"	"	Notice of Appeal filed
"	25	"	Notice of Motion by Respondents to advance case for hearing filed
"	"	"	Heard on Motion for Appeal & to advance case & reserve decision
"	"	"	Order Granting Motion for Appeal filed
"	28	"	Record received from District Court (2 vols & 1 folder)
"	"	"	Notice by Appellee of Motion to advance for hearing filed
"	"	"	Affidavit of Hiram Ullman Trustee filed
"	"	"	Heard on Motion to advance & Thompson & Briggs for
June	2	"	Affidavit of Appellant in Opposition to Motion to advance filed
"	11	"	Acknowledgment of service of Order Allowing Appeal filed
Aug	4	"	Printed Copies of Record filed
Sept	15	"	Printed transcript of Record filed (Defendants)
"	20	"	Receipt to Treasurer filed
"	25	"	Motion to Dismiss Appeal - Notice thereof filed
"	28	"	Brief for Appellant filed
Oct	2	"	Notice of Motion to Dismiss Appeal filed
"	"	"	Memorandum on Motion to Dismiss Appeal filed
"	11	"	Brief for Appellees filed
"	14	"	Heard on Appellees Motion to Dismiss, Brown, Buffington &
"	"	"	Ordered Motion be heard when case is called for argument
Nov.	8	"	Notice of Motion by Appellee to advance Appeal for hearing filed
"	"	"	Heard on Motion to Advance, Brown, Buffington, Reese &
"	"	"	Ordered Case be set for Dec 6 1937
Dec	6	"	Argued - Brown, Buffington, Reese, Thompson &
"	"	"	Brief of Appellant in Opposition to Motion to Dismiss filed
"	"	"	Reply Memorandum for Appellant filed
Jan	20	1938	Hearing on Proposed Condition of Appellant, Brown, Buffington
Mar	18	"	Report of Dr Patterson & Patterson's Opinion on condition of Appellant filed
"	"	"	Hearing on Report of Dr Patterson, Brown, Buffington, Reese &
"	"	"	Notice of Hearing filed
April	25	"	Opinion of the Court by Buffington filed
"	"	"	Order of Court re Dr Patterson's Report to be Sealed filed
"	"	"	Copy of Opinion to Hand, Messrs Reese, Becker
"	"	"	Order Reversing Order of April 29, 1937 etc filed
June	3	"	Mandate issued & rec'd & Copy

OR THE CIRCUIT

FILINGS—PROCEEDINGS

ed
of counsel entered
llowance of Appeal by the Court filed
otion for allowance of Appeal by the Court filed
ecord filed
ion by Respondents to advance case for hearing filed
ion for Appeal & to advance case & cross - Buffington - Bigg ff
ting Motion for Appeal filed
ord from District Court 1/2 pol Letters to District Court
llen of Motion to advance for hearing filed
Cross Allelman Trustee filed
ion to advance & cross - Buffington - Bigg ff
Appellant in Opposition to Motion to advance filed & fld 1/2 pol order
ent of Cause of Order Allowing Appeal filed
of Record filed
ment of Record filed (duplicate)
ignment filed
ment Abstr - Petition Cheng filed copies order
ellant filed
ion to Dismiss Appeal filed & fld
on on Motion to Dismiss Appeal filed & fld
Appellees filed
Appellees Motion to Dismiss, & cross Buffington & Davis - Bigg ff
otion be heard when case is called for argument
tion by Appellee to advance Appeal for hearing filed & fld copy
ction to advance & cross Buffington - Davis ff
e to be set for Dec. 6 - 03
on Buffington & Davis - Thompson ff
Court on Opposition to Motion to Dismiss filed & noted
ng Brief for Appellant filed & noted
ignment & condition of Appellant & cross Buffington - Davis ff
Affidavit of Patterson on behalf of Appellant filed copy order
Affidavit of Dr Patterson & cross Buffington Davis - Thompson ff
earing filed & fld
he Court by Buffington & filed
ce of Dr Patterson Re the books filed
on & Affidavit Newman Davis - Beckler
ning Order of April 29 1903 ele filed
ssued & mailed & copy

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139/2

Amici Exhibit 140

UNITED STATES OF AMERICA
Eastern District of Pennsylvania
Third Judicial Circuit

Set.

I, Wm. P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Docket Entries in the case of

Herbert Leitstein,
Appellant

-vs-

Capital Company and Chicago Title & Trust Company,
Appellees

(No:6473)

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of July, in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States the one hundred and sixty-sixth.

Wm. P. Rowland

Clerk of the U. S. Circuit Court of Appeals, Third Circuit

140

No 6073

GENERAL DOCKET, UNITED STATES CIRCUIT COURT OF APPEALS FOR THE CIRC

Error to or Appeal from the United States District Court for the District of

ATTORNEYS FOR PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	TITLE OF CASE	ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT
Reid Newman Reese & Becker Bob & Bob	Herbert Lestatem, Appellant vs Capital Company and Chicago Title & Trust Company, Appellees	Attorney of New Jersey Same No 20 031

96 Fed (2nd) 23 In Matter of Wallace Jr. bankrupt See 6258-6260-6072 (1378 Equity

DATE	ACCOUNT OF PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	RECEIVED	DISBURSED
May 18 1937	Deposit for costs	40.00	
July 6	U.S. fee issued upon mdt 4301		10.00
Aug 27	Deposit for costs	255.30	
Sept 15	(Master's fee)	57.50	
" 20	Printing Record		255.30
Oct 6	U.S. fee issued upon mdt 4/30		40.00
Jan 7 1938	" " " 5/4		15.00
April 5	Deposit for costs	60.00	
July 6 "	U.S. fee issued upon mdt 4/30		11.80
June 13 1940	Unpaid bal of deposit		1.50
		412.80	412.80

ABSTRACT OF COSTS

REMARKS, ETC.

Amount

(1938) 1 order as to fees received from judge Ross
Expense & charges for record book

DATE	PLEADINGS—PROCEEDINGS
May 18 1937	Citation filed
" "	Appearance of counsel entered
" 18	Petition for leave to appeal to this Court filed
" "	Notice of Motion for Allowance of Appeal & the Ud B & A filed
" "	Notice of appeal filed on 6072
" 25	Notice of Motion by Respondent to advance case for hearing filed
" "	Heard on Motion for Appeal & to advance case - Braun Buffington
" "	Order granting Motion for appeal filed
" 28	Record received from District Court 9 vols pl, Interest to District
" "	Notice by appellee of Motion to advance for hearing filed
" "	Appearance of Simon Rifkind, Jr. entered filed
" "	Heard on Motion to Advance - Braun Thompson Briggs ff
June 2	Affidavit of Appellant in Opposition to Motion to advance filed Exhibit
" 16	Acknowledgment of service of Order Allowing Appeal filed
Aug 16	Printed Transcript of Record filed 50 issued
Sept 15	Printed Transcript of Record filed (supplemental)
" 20	Praecipe to Argument List
" 24	Brief for Appellant filed
" "	Motion to Dismiss & Notice thereof filed 1 copy only
Oct 4	Notice of Motion to Dismiss Appeal filed printed
" "	Memorandum in Motion to dismiss Appeal filed printed
" 11	Brief for Appellee filed
" 14	Motion to suppress certain Exhibits filed typed 4 copies only
" "	Notice of Motion filed typed 1 copy only
" 4	Heard on Appellee's Motion to Dismiss, Braun Buffington Davis & B
" "	Ordered motion be heard when cause is called for argument
" 20	Heard on Motion to suppress certain Exhibits - Braun Buffington Davis
" "	Ordered Argument of Case be set for Nov 4 1937
" "	Ordered Exhibits in question be returned on Tuesday Custody of Clerk
Nov 1	Notice of Motion by Appellee to dismiss Appeal for Hearing filed typed
" "	Heard on Motion to dismiss - Braun Buffington & Davis ff
" "	Ordered Case be set for Dec 6 1937
Dec 6	Brief of Appellant in Opposition to Dismiss Appeal filed printed
" "	Reply Memorandum for Appellant filed printed
" "	Argued - Braun Buffington Davis & Thompson ff
April 7 1938	Opinion of the Court by Buffington filed
" "	Order Reversing Order of April 9 1937 etc filed
" "	Copy of Opinion & Mandate to Newman Reese & Becker
June 3	Mandate issued to Atty

Amici Exhibit 140

FILINGS—PROCEEDINGS

mand entered
e to Appeal to this Court filed
n for Allowance of Appeal & the Ub bb a filed
l filed in b 97
ly Respondent to advance case for hearing filed
on for Appeal & to advance case - brem Buffington - Biggs ff
Motion for appeal filed
from District Court 9/10/41 Returned to District Court
n of Motion to advance for hearing filed
rem Mailman, Spencer filed
on to advance brem Thompson - Biggs ff
llant in Opposition to Motion to advance filed Copy rcvd order
.O of Service of Order Allowing Appeal filed
Bond filed $0 Bond
ld of Appeal filed (Supersedeas)
ment Sent
ut filed
ase & Notice thereof filed 1 copy only
to Docket appeal filed Granted
e Motion to Dismiss Appeal filed Granted
n filed
ed Certain Exhibits filed Copies & 1 copy only
n filed Copies 1 Copy only
on Motion to Dismiss, brem Buffington Davis & Biggs ff
e heard when cases are called for Argument
to Supplemental Certain Exhibits - brem Buffington Davis & Thompson ff
e of Case be set for Nov 4 1937
question be returned on Collateral custody of Blackstone Security
by Appellee to Advance Appeal for Hearing filed Copies rcvd
to Advance brem Buffington & Davis ff
e set for Dec 6 1937
on Motion to Dismiss Appeal filed Granted
on for Appellant filed Granted
Buffington, Davis & Thompson ff
ment by Buffington filed
rder of April 9 1937 etc filed
Finish Thompson Davis & Buffington
brief & Copy

CLERK'S FEES

Plaintiff	Defendant	Amount
		8 60
		64 00
		13 10
		11 90

140½

Amici Exhibit 141

UNITED STATES OF AMERICA
Eastern District of Pennsylvania
Third Judicial Circuit
} Sct.

I, Wm. P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Docket Entries in the case of

Hirsh, Newman, Reass & Becker,
Petitioners

-vs-

Capital Company and George Frankenthaler, as receiver in Supplementary proceedings of William Fox, as judgment debtor, in proceedings entitled "Capital Company a California corporation vs William Fox".
Respondents

(No.6805)

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of July in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States the one hundred and sixty-sixth

Wm. P. Rowland
Clerk of the U. S. Circuit Court of Appeals, Third Circuit

1941

1605 105

GENERAL DOCKET, UNITED STATES CIRCUIT COURT OF APPEALS FOR THE CIR

Error to or Appeal from the United States District Court for the... District of

ATTORNEYS FOR PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	TITLE OF CASE	ATTORNEYS FOR DEFENDANT IN ERROR, APPELLEE, OR RESPONDENT
Bourgeois & Boulware	Hirsh, Kellerman Reese & Becker Petitioners	District of New Jersey
Thompson & Hanstein	Capital Company and George Bernhardsher, as Agent in supplementary proceedings of William Fox, and judgment debtor, in proceedings entitled "Capital Company, a Delaware corporation v. William Fox." Respondents	Dave, J.

100 3rd (vol) 799

DATE	ACCOUNT OF PLAINTIFF IN ERROR, APPELLANT, OR PETITIONER	Received	Disbursed
1927 Oct 25	Deposit for Costs	1000.	
" 26		4000.	
" "	Refund part of deposit		1000.
Jan 7 1928	Mis fee earned per mand 4/3/28		6.00
Mar 15	Deposit for Costs	11000.	
April 6	Mis fee earned per mand 4/3/28		20.70
6	Printing Record		469.50
June 30	Transfer to case 6092		10.50
July 1	Mis fee earned per mand 4/3/28		18.70
Sept 5	" " " 9/20/28		20.
Jan 11 1929	" " " 1/3/29		21.6.
April 6	" " " 4/3/29		5.20
June 18 1930	Refund bil of deposit		10.50
		16000.	10000

DATE	FILINGS—PROCEEDINGS
Oct 25 1927	Notice of appeal allowed in District Court filed
" "	Citation filed
" "	Appearance of counsel entered
" "	Notice of Motion for Leave to appeal filed Typed 3 copies
" "	Petition for Leave to appeal filed Typed 3 copies
" "	Affidavit of service of Petition for appeal filed
" 27	Affidavit in opposition to allowance for delay in appeal filed. Typed
Nov 4	Hearing on Petition for Leave to appeal. Brown Buffington Dawes & Hanstein
" 22	Record received from District Court 46/34 Pet. vol 1 U.S. District
Jan 20 1928	Order allowing appeal filed
Feb 23	Transfer to Argument List
Mar 28	Printed transcript of Record
" "	Printed 6 copies of Record filed
April 16	Brief for appellants filed
May 31	Brief for appellees filed
June 4	Reply Brief for appellants filed
June 6	Reply Memorandum for Appellees filed
" "	Submitted on Record & Briefs Brown Buffington Dawes & Thompson &
" 8	Supplemental Memorandum for Appellants filed Typed
July 13	Argued Brown Dawe Buffington & Thompson &
Dec 20	Opinion of the Court by Buffington & filed
" "	Dissenting Opinion by Thompson & filed
" "	Order staying Order of District Court, filed
Feb 2 1931	Mandate issued Court & Cty

ABSTRACT OF COSTS

Amount

REMARKS, ETC.

FILINGS—PROCEEDINGS

of appeal allowed in District Court filed
in filed
ance of counsel entered
of Motion for Leave to appeal filed
for Leave to appeal filed
ot of Evidence of Petition for appeal filed
ent in Opposition to Motion for Leave to appeal filed
on Petition for Leave to appeal—Brief
ecord from District Court
allowing appeal filed
to Argument list
Transcript of Record
Copies of Record filed
for appellants filed
for appellee filed
ief for appellants filed
randum for appellee filed
ted on Record & Briefs, Brown, Cuffington, Davis & Thompson
ental Memorandum for appellants filed
& Brown, Davis, Cuffington & Thompson
of the Court by Cuffington filed
ng Opinion by Thompson filed
dating Order of
te issued Court & Copy

Amici Exhibit 141

IRCUIT

16

CLERK'S FEES

Plaintiff	Defendant	Amount Collected or Costs Taxed Against
5	25	
	25	
	50	
	25	
	25	
	25	
	25	
	20	5
	45	
	00	
	1325	
	10	2070
	500	
	500	
	500	
	25	
	20	
	25	150
	20	20
	45	
	45	
	126	45
	50	50
	9526	
	11900	

141

Amici Exhibit 142

DISTRICT COURT OF THE UNITED STATES

DISTRICT OF NEW JERSEY

In the matter of :

WILLIAM FOX, :

Bankrupt. :

WHEREAS, William Fox of Atlantic City in the County of Atlantic and District aforesaid, on the 29th day of May, A. D. 1936, was duly adjudged a bankrupt upon a petition filed in this Court by him on the 29th day of May, 1936, according to the provisions of the Acts of Congress relating to bankruptcy:

IT IS THEREFORE ORDERED, That said matter be referred to Robert E. Steedle, one of the Referees in Bankruptcy of this Court, to take such further proceedings therein as are required by said Acts; and that the said William Fox shall attend before said Referee on the 16th day of June, 1936, at Atlantic City, and thenceforth shall submit to such orders as may be made by said Referee or by this Court relating to said bankruptcy.

(L. S.) WITNESS the Honorable William Clark, Judge of the said Court, and the seal thereof, at Camden in said District, on the 29th day of May, A. D. 1936.

George T. Cranmer, Clerk,

by

Wm. C. Kramer, Deputy Clerk.

Amici Exhibit 142

DISTRICT COURT OF THE UNITED STATES OF AMERICA

DISTRICT OF NEW JERSEY

I, Benjamin F. Havens, Clerk of the District Court of the United States of America for the District of New Jersey, in the Third Circuit, do hereby certify the foregoing to be a true copy of the original ORDER OF REFERENCE filed May 29, 1936 on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Camden, in said District, this 30th day of July, nineteen hundred and forty-one.

Benjamin F. Havens
Clerk, District Court, U. S.

(SEAL)

By Wm. C. Kramer
Wm. C. Kramer, Deputy.

Amici Exhibit 143

In the
DISTRICT COURT OF THE UNITED STATES
In and For the Eastern District
of Pennsylvania

- - - - - - - - -

IN EQUITY

- - - - - - - - -

June Term 1936 No. 9533

ALL CONTINENT CORPORATION,

Plaintiff,

v.

JOHN S. WYNN, ET AL.,

Defendants

- - - - -

ALL CONTINENT CORPORATION,

Plaintiff,

v.

HIRAM STEELMAN, Trustee of the
Estate of William Fox, a Bankrupt,

Defendant.

- - - - - - - - -

RULE TO SHOW CAUSE

- - - - - - - - -

PEPPER BODINE, STOKES & SCHOCH,
Attorneys for Plaintiff,
2231 Land Title Building,
Philadelphia, Pa.

Amici Exhibit 143

In the

DISTRICT COURT OF THE UNITED STATES

In and for the Eastern District of Pennsylvania

IN EQUITY

June Term, 1936 No. 2853

ALL CONTINENT CORPORATION,

Plaintiff,

v.

JOHN S. WINN, JAMES H. WINN, HAROLD A. LOWDELL, E. SCHUYLER JACKSON, JR., RUSSELL R. HIRST, ARCHIBALD W. AUSTIN, JAMES B. BORDEN, FREDERICK W. WINTERBERG, J. MAURICE WINN and JAMES A. LOWDELL, Copartners trading under the firm name of J.W.SPARKS & COMPANY, CAPITAL COMPANY, and HIRAM STEELMAN, Trustee of the Estate of William Fox, a Bankrupt,

Defendants.

ALL CONTINENT CORPORATION,

Plaintiff,

v.

HIRAM STEELMAN, Trustee of the Estate of William Fox, a Bankrupt,

Defendant.

RULE TO SHOW CAUSE

THE PRESIDENT OF THE UNITED STATES OF AMERICA TO HIRAM STEELMAN, GREETING:

Before Welsh, J.

Whereas, on the 1st day of December, 1936, an ancillary bill in equity for temporary and permanent injunction was filed in this Court by All Continent Corporation, plaintiff, against Hiram Steelman, Trustee of the Estate of William Fox, a bankrupt, defendant; and

Amici Exhibit 143.

Whereas, an order was made on said bill by the Hon. George A. Welsh, Judge of the District Court of the United States for the Eastern District of Pennsylvania, in words and figures as follows, to wit:

"December / , 1936. Upon consideration of the within petition it is ordered that a rule issue to defendant Hiram Steelman, to appear before me on December 11, 1936, at 10 o'clock A. M. to show cause why the temporary injunction prayed for should not issue, and pending the hearing and determination thereon the defendant Hiram Steelman be and he is hereby restrained from taking any and all further proceedings in the suit in the Chancery Court of the State of New Jersey, between Hiram Steelman, Trustee for William Fox, a bankrupt, complainant, and All Continent Corporation, William Fox, Eva Fox Belle Fox, Nona Fox, William Fox Taussig and William Fox Schwartz, defendants.

Welsh Judge."

Therefore, you are hereby notified to appear in Chambers of said Court, at Philadelphia, Pa., on December 11, 1936, at 10 o'clock a. m. to show cause, if any you can, why the temporary injunction prayed for should not issue, and you are hereby restrained pending the hearing and determination of the said rule from taking any and all further proceedings in the suit in the Chancery Court of New Jersey, between Hiram Steelman, Trustee for William Fox, a bankrupt, complainant, and All Continent Corporation, William Fox, Eva Fox, Belle Fox, Nona Fox, William Fox Taussig and William Fox Schwartz, defendants. Answering affidavits to be filed by the Defendant, Hiram Steelman, Trustee, etc., on or re Dec. 8, 1936. Herein fail not:

Witness the Honorable George A. Welsh, Judge of said Court and the seal of the District Court of the United States for the Eastern District of Pennsylvania, at Philadelphia, Pennsylvania, this 1st day of December, 1936.

GEORGE BRODBECK
Clerk

By LEO A. LILLY
Deputy.

143/3

Amici Exhibit 144

In The
DISTRICT COURT OF THE UNITED STATES
In and For the Eastern District
of Pennsylvania

IN EQUITY

June Term 1936 No. 9533

ALL CONTINENT CORPORATION,
Plaintiff

v.

JOHN S. WYNN, et al.,
Defendants

- - - - - - - -

ALL CONTINENT CORPORATION,
Plaintiff

v.

HIRAM STERLMAN, Trustee of the
Estate of William Fox, a Bankrupt
Defendant

ORDER

1494/1

Amici Exhibit 144

In the
DISTRICT COURT OF THE UNITED STATES
In and for the Eastern District of Pennsylvania

IN EQUITY

June Term, 1936 No. 2825

ALL CONTINENT CORPORATION,
Plaintiff,

v.

JOHN S. WINN, JAMES H. WINN, HAROLD A. LONGWELL, E. SCHUYLER JACKSON, JR., RUSSELL R. HIRES, ARCHIBALD W. AUSTIN, JACOB B. BORDEN, FREDERICK W. WINTERBOTHAM, J. MAURICE WINN and JAMES A. LONGWELL, Copartners trading under the firm name of J.S.SPANKS & COMPANY, CAPITAL COMPANY, and HIRAM STEELMAN, Trustee of the Estate of William Fox, a Bankrupt,
Defendants.

ALL CONTINENT CORPORATION,
Plaintiff,

v.

HIRAM STEELMAN, Trustee of the Estate of William Fox, a Bankrupt,
Defendant

O R D E R

November 1st, 1936. Upon consideration of the within petition it is ordered that a rule issue to defendant Hiram Steelman, to appear before me on December 11, 1936, at 10 o'clock A. m. in Chambers, to show cause why the temporary injunction prayed for should not issue, and pending the hearing and determination thereon the defendant Hiram Steelman be and he is hereby restrained from taking any and all further proceedings in the suit in the Chancery Court of the State of New Jersey, between Hiram Steelman, Trustee for William Fox, a bankrupt, complainant, and All Continent Corporation, William Fox, Eva Fox, Belle Fox, Nona Fox, William Fox Taussig and William Fox Schwartz, defendants.

Welsh Judge.

A TRUE COPY CERTIFIED TO FROM THE RECORD

ATTEST: [illegible]

DEPUTY CLERK

Amici Exhibit 145

IN THE

UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE THIRD CIRCUIT

No. 6472, October Term, 1937.

EVA FOX,
Appellant

v.

CAPITAL COMPANY, CHICAGO TITLE & TRUST COMPANY and HIRAM STEELMAN, Trustee in Bankruptcy for William Fox, Appellees.

Hearing held March 18, 1938,

Before:

Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

JUDGE DAVIS:

Q. Do either counsel desire to examine the Dean?

MR. HANSTEIN:

We take the position that any testimony with regard to the present condition of Mrs. Fox is irrelevant to this appeal

and has no bearing upon it, and we say that there is no jurisdiction for this Court to consider any such testimony in connection with the determination of the appeals. That is simply our position with regard to it.

JUDGE DAVIS:

Do you wish to examine the Dean?

MR. HANSTEIN:

No, I do not.

MR. ROSENBLATT:

Your Honors, while I do not agree with Mr. Hanstein, I would like to ask the Dean a few questions.

DR. ROSS V. PATTERSON sworn.

JUDGE DAVIS:

Do you concede the Doctor is qualified as an expert?

MR. HANSTEIN:

I do not feel I am in a position to concede anything.

MR. ROSENBLATT:

May I make the statement on the record that it was Mr. Hanstein's suggestion that this Court appoint a physician.

MR. HANSTEIN:

I must object and object strenuously. The minutes of this Court will show that I opposed the appointment of a doctor. That statement is entirely unwarranted.

Amici Exhibit 145

JUDGE DAVIS:

I think these were the facts. We made the suggestion, which at that time was not opposed by either counsel. Mr. Hanstein did state at the argument that he did not think her present condition had any bearing upon the question before us, stated his position as to the irrelevancy of it. When the Court suggested that a doctor examine Mrs. Fox, Mr. Hanstein said that if a doctor is going to examine her, the Court should appoint him.

MR. HANSTEIN:

I would like to just reverse the recollection of the Court. This case had been argued. We were requested to come here by letter from the Clerk and it was stated that there was to be a conference with regard to this Eva Fox appeal, and immediately upon the opening of the Court, you three Judges said that you had had this matter up in conference and felt that you were desirous of having a doctor appointed to make an examination, the cost of which was to be made a part of the taxed costs in the case, and that that examination was to be made without the presence of anyone but Mrs. Fox. I am quite sure the minutes bear me out. Your Honor, I opposed it. I said then, as I say now, that there was no jurisdiction on the part of the Court; that it was incompetent and irrelevant; and that we opposed it. Now for counsel to stand here and say that we proposed it is not true.

JUDGE DAVIS:

I think your statement is substantially correct. When we called you before us at the previous hearing, the suggestion was made without any previous suggestion. But when we called you back after considering the matter, then you opposed it.

Amici-Exhibit 145

MR. ROSENBLATT:

Q. Dr. Patterson, as I understand, you are Dean of the Jefferson Medical Hospital?

A. Yes.

Q. On January 21, 1938, you examined Mrs. Fox?

A. Yes.

Q. At whose request?

A. At the request of Judge Buffington.

Q. Pursuant to that examination at the request of Judge Buffington, did you thereafter file a report with Judge Buffington as to Mrs. Fox's physical and mental condition?

A. Yes.

Q. I understand that report was filed on or about January 26, 1938?

A. I examined her on January 21st and the report was made shortly thereafter.

(The original report to be marked in evidence)

Q. From your examination of Mrs. Fox, from your personal familiarity with her case history, and from your examination of other facts and data which were submitted to you by the other physician who has attended her, what would you state was Mrs. Fox's condition, and what would you state as to her physical and mental condition to testify in Court proceedings in August 1936, when she was called upon to appear in court, and in May of 1937, which was the period after which the District Court rendered its determinatio ?

A. I do not think she was in condition to appear in Court, either from a physical or mental standpoint, either time.

Amici Exhibit 145

Q. Could you explain the reason for that.

A. This woman entered upon the menopause three or four years ago and her other symptoms appeared about the same time. The history of the fainting attack which she suffered at the time she appeared in court and the other symptoms all suggest to me very definitely that at that time she was in no physical condition to appear in court, and the condition has progressed somewhat since that time. Does that answer your question?

A. Yes.

Q. When you say she was unable to appear and testify, you mean both mentally and physically?

A. I cannot answer very definitely about her mental condition two years ago as I can at this time, but her condition indicated that she could not have appeared and testified at that time.

Q. Would you say that Mrs. Fox cooperated in the examination in so far as her physical and mental ability to do so?

A. Oh yes, entirely so.

JUDGE DAVIS:

She was alone when you examined her?

A. Yes.

Q. How long a period did the examination cover?

A. About an hour and a half.

Q. Had you come to this conclusion not only about her present condition, but also about her condition in August 1936 and May 1937, independent of Mrs. Fox's physician?

A. I had come to that conclusion independent of his views.

Amici Exhibit 175

MR. ROSENBLATT:

For the record, would you mind stating how long you have specialized in the field of Gynecology and in the field of other symptoms from which Mr. Fox is suffering?

A. Since 1908.

JUDGE THOMPSON:

What do you say about Mrs. Fox's attitude about her willingness to testify if she were able to testify?

A. She told me that at the time she appeared in court the first time she was very anxious to go through with it so as to clear the matter up and get it through. She said she did not know what had happened to her; that she had gone very willingly. She did not express to me any unwillingness to go. She said she would be willing to go if she was able. She did not express any opinion as to her condition. I found her very cooperative. I have had experiences in which there was an attempt to simulate illness, but she did not impress me that way. Anything further.

JUDGE BUFFINGTON:

Anybody got anything further.

No, your Honor.

Amici Exhibit 145

UNITED STATES OF AMERICA
Eastern District of Pennsylvania } *Set.*
Third Judicial Circuit

I, Wm. P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Notes of Hearing held March 18, 1938 before Judges Buffington, Davis and Thompson, in the case of

Eva Fox,

Appellant

vs.

Capital Company, Chicago Title & Trust Company and Hiram Steelman, Trustee in Bankruptcy for William Fox,

Appellees

(No. 6472)

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 26th day of October, [Seal] in the year of our Lord one thousand nine hundred and forty-two, and of the Independence of the United States the one hundred and sixty-seventh

WILLIAM P. ROWLAND,
Clerk of the U. S. Circuit Court of Appeals,
Third Circuit.

Amici Exhibit 146

EXCERPTS FROM MINUTE BOOK, CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT

EVA FOX,
Appellant

vs

CAPITAL COMPANY, et al., and HIRAM STEELMAN, Trustee in Bankruptcy for William Fox;
Appellees

No. 6472

HERBERT LEITSTEIN,
Appellant

—vs—

CAPITAL COMPANY and CHICAGO TITLE & TRUST CO.,
Appellees

No. 6473

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page 4076

Tuesday, May 25, 1937

Coram: Buffington
Biggs

Wm. P. Rowland, Clerk

No. 6472

No. 6473

Murray C. Becker presents petitions for allowance of appeals in these two cases.

John Lloyd, Jr., for appellees, moves to advance these cases for hearing.

Court states it will allow the appeal but cannot now fix a time for argument, as it feels these matters should come before the same judges who heard the other phases of the Fox bankruptcy litigation and who are already familiar with the general matter.

Per Curiam:

Order allowing appeals.

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page 4083 Friday, May 28, 1937

Coram: Thompson
Biggs
Dickinson
Wm. P. Rowland, Clerk

No. 6472

No. 6473

John Lloyd for appellees, renews his motion to advance these cases for hearing, and asks that an early date be set, for the reason that the pendency of these appeals is holding up the general proceedings in the William Fox Bankruptcy matter.

Daniel G. Rosenblatt, for appellants, asks leave to submit an answer and affidavits in opposition to appellees' motion to advance.

Court states appellant may submit its answering papers next week, and the application will be taken under consideration.

Amici Exhibit 146

page 4192 Monday, October 4, 1937

Buffington
Davis
Bigs
Wm. P. Rowland, Clerk

No. 6472

No. 6473

Walter Hanstein moves to dismiss these appeals and motions and briefs in support thereof.

Daniel G. Rosenblatt, for appellants opposes motions.

Court states it will take up these motions when appeals are called for argument.

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page 4223 Friday, October 15, 1937

Buffiington
Thompson
Biggs
Wm. P. Rowland, Clerk

No. 6473

Daniel G. Rosenblatt, for appellant, presents motion to impound certain photostatic copies of books of account in this case and prevent counsel from seeing them prior to the argument of this appeal.

Walter Hanstein, for appellees, opposes the motion.

Court states it will hear this matter on Wednesday, October 20th, at 10 a.m.

Coram: Buffiington, Thompson and Kirkpatrick, JJ.

Amici Exhibit 146

page 4226 Wednesday, October 20, 1937

Coram: Buffington
Davis
Thompson
Wm. P. Rowland, Clerk

No. 6473

Daniel G. Rosenblatt opens in support of motion to impound certain photostatic exhibits.

Walter Hanstein opposes motion.

Daniel G. Rosenblatt closes in support of motion.

Court states it will hear this case the first week in November and will make no order on the motion, but directs the Clerk to hold for the present the exclusive custody of the papers in question.

---

page 4252 Monday, November 8, 1937

Coram: Buffington
Davis
Wm. P. Rowland, Clerk

No. 6472

No. 6473

Walter Hanstein moves for an early hearing of these appeals for the same reason—that they are delaying the entire administration of the bankrupt estate of William Fox.

Daniel G. Rosenblatt appears in opposition to the motion.

Court sets these cases also for hearing on Monday, Dec. 6th.

Amici Exhibit 146

page 4288 Monday, December 6, 1937

Coram: Buffington
Davis
Thompson

No. 6472

Argued:

Daniel G. Rosenblatt opens for appellant.
Walter Hanstein opens for appellee.
Murray C. Becker closes for appellant.

c. a. v.

No. 6473

Argued:

Daniel G. Rosenblatt opens for appellant.
Walter Hanstein opens for appellee on motion to dismiss.
Daniel G. Rosenblatt closes for appellant.

c. a. v.

---

page 4350 Thursday, January 20, 1938

Coram: Buffington
Davis
Wm. P. Rowland, Clerk

No. 6472

Court states that counsel have been called to-day so that the Court can be informed as to the actual condition of Mrs. Fox's health.

Walter Hanstein, for Trustees of William Fox, makes statement that this is an appeal from a contempt order made by the District Court for failure of the appellant to appear for examination in August 1936, and that Mrs. Fox's

present condition does not really have any bearing on the question before this Court.

Court states that it does not wish to cause any hardship and therefore desires to ascertain for itself Mrs. Fox's actual condition, and contemplates designating a competent and disinterested physician to visit Mrs. Fox, make examination of her condition, without the presence of counsel or other doctors; and report to the court, and that it will make such order as to the cost of such examination as it thinks proper. Court asks Mr. Becker, counsel for appellant, to inform it where Mr. Fox can be found for such examination.

Murra / C. Becker states that he will supply the Court with Mrs. Fox's present address and inform them how she can be reached.

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page 440 Friday, March 18, 1938

Coram: Buffington
Davis
Thompson

Wm. P. Rowland, Clerk

No. 6472

Court states that Dr. Ross V. Patterson, Dean of the Jefferson Medical College, who at their request has made an examination of Mrs. Fox with a view to ascertaining her physical and mental condition, and who has made report thereon, is in Court so that counsel on either side in this matter may question him if they so desire.

Walter Hanstein states that he considers such an examination entirely irrelevant to this proceeding, and that he has no question to ask Doctor Patterson.

Amici Exhibit 146

page 4407 (cont.) Friday, March 18, 1938

No. 6472 (cont.)

Daniel G. Rosenblatt states that he does wish to ask Doctor Patterson some questions, as the examination of Mrs. Fox was made at Mr. Hanstein's suggestion.

Walter Hanstein denies positively that he ever suggested such an examination.

The Court calls Doctor Patterson to the witness stand and he is duly sworn by the Clerk.

Daniel G. Rosenblatt proceeds to question Doctor Patterson, the minutes being taken stenographically.

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page 4425 Saturday, April 2, 1938

No. 6473

Buffington, Circuit Judge:

Opinion, remanding the case to the District Court for further procedure in accordance with the opinion of this Court.

Per Curiam (Buffington):

Order reversing the order of April 29, 1937 of the District Court, and remanding the cause to the said District Court for further procedure in accordance with the opinion of this Court.

Amici Exhibit 146

page 4457 Monday, April 25, 1938

No. 6472

Buffington, Circuit Judge:
Opinion of the Court.

Per Curiam (Buffington):
Order reversing the order of April 29, 1937 of the District Court, with costs, and remanding the cause to the said District Court for due procedure in accordance with the opinion of this Court.

per Curiam (Buffiington):
It is hereby ordered that the attached bill of Dr. Ross V. Patterson for medical examination, at the direction of this Court, of appellant in the above entitled cause be filed in this Court, and that the amount thereof be taxed one-half against the appellant and one-half against the appellee.

Amici Exhibit 146

UNITED STATES OF AMERICA)
)
Eastern District of)
Pennsylvania) Sct.
)
Third Judicial Circuit)

I, William P. Rowland, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original entries in the Minute Books of this court, referring to the cases of Eva Fox, Appellant, vs. Capital Company, et al., and Hiram Steelman, Trustee in Bankruptcy for William Fox, appellees, No. 6472; and Herbert Leitstein, appellant, vs. Capital Company and Chicago Title & Trust Co., appellees, No. 6473,

on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court at Philadelphia, this 17th day of May in the year of our Lord one thousand nine hundred and forty-one, and of the Independence of the United States the one hundred and sixty-fifth.

/s/ Wm. P. Rowland

Clerk of the U. S. Circuit
Court of Appeals,
Third Circuit.

Amici Exhibit 147

On Saturday, May 2nd, 1936, one, Morgan Kaufman, called at my office in the Schwehm Building and asked for the privilege of using my library, which, of course, was granted. He introduced himself to me and told me that he was a former Referee in Wilkesbarre, Pennsylvania, and before I left the office at noon, we had quite some conversation relative to bankruptcy matters, etc. He asked if he might borrow my supplement to Collier's on Bankruptcy and take it down to the Traymore Hotel. He then invited me to come down to the Traymore the next day, Sunday, to have lunch with him and to meet Judge Buffington. I did not then accept the invitation but told him it was dependent upon the plans my family might have made for the day. I had forgotten about the incident until I received a telephone call from Mr. Kaufman on Sunday around one o'clock. I told him that we had guests for dinner but he then wanted to know if I couldn't run up for a short time as Judge Buffington was very anxious to meet me. I promised to come and did jump in the car and drive up to the Traymore. Here I was introduced to Judge Buffington and also Mr. David Kaufman, brother of Morgan Kaufman. We sat in the lobby of the Traymore and had quite a pleasant chat for probably an hour. The conversation at one time turned to real estate and the Kaufman brothers told me that they were looking for a small house preferably in the Chelsea District as a home for their sister. I promised to look around and try to locate a bargain for them. Just before leaving, I was invited by Judge Buffington to come to Philadelphia during the following week to have lunch with the Court and to meet the other judges. Wednesday of that week was fixed as the day.

Upon arrival at my office on Monday, May 4th, I wrote Judge Buffington a letter stating that I found upon consulting my calendar that I had some bankruptcy meetings

Amici Exhibit 147

down for Wednesday and would be unable to come to Philadelphia.

On the evening of May 29th, 1936, I received a telephone call at home around eight o'clock from Mr. Morgan Kaufman stating that he was in Atlantic City and wanted to see me for a few minutes about the matter of a home in Atlantic City for his sister. I told him that if he would tell me where he was that I would get in my car and come up to see him. He stated that he was with friends, that Judge Davis was with him and that he would run down to see me. I again offered to come up town to see him but he insisted upon coming to my home. A few moments later, he arrived and as I opened the door to let him in, he nodded to a car standing in front of the house and said that Judge Davis was in the car. I told him to invite Judge Davis to come in and he did. While Judge Davis was upstairs to the bathroom, Kaufman told me about Judge Davis' two sons intending to enter Princeton and I remarked that I expected to send my son there. When Judge Davis came downstairs, we had quite a pleasant chat relative to the boys going to Princeton, the late Paxson Deeter, for whom I worked several years ago as a stenographer and who happened to be a classmate and good friend of Judge Davis. Judge Davis also talked about Senator Richards who was also a classmate and of his (Richards) bankruptcy before me and frankly admitted that at the time of Richards' bankruptcy, he had had me investigated.

Morgan Kaufman finally brought up the Fox matter. He said "By the way, there was a good bankruptcy case filed today which you will get. I heard up around the President Hotel at lunch time that William Fox, the movie man who now lives in Atlantic City, had filed a petition. That ought to be a good case for you." I remarked that if it was a good case with real money in it that I probably would not get it and tried to change the conversation as I really had enjoyed

the chat with Judge Davis about Paxton Deeter, etc. Kaufman, however, remarked again that he felt sure that I would get this Fox case and that there would be real money in it for me. Judge Davis interrupted to say that while he did not know Fox, that he had read his book, found it very interesting and that Fox must be a remarkable character. Kaufman then mentioned that he knew Mr. Becker, who represented Mr. Fox and that he was a very capable lawyer. After spending over an hour with me, Kaufman and Judge Davis left. Before leaving, however, Judge Davis stated that he had the use of Chris Lindbach's boat for fishing and that he was going to arrange to take me out fishing during the Summer.

The next day, Saturday, May 30th, I read in the newspapers, that the Fox petition had been filed in Camden and on Monday, June 1st, I received the Order of Reference to me. On the same day, Mr. Bolte, of the Atlantic County Bar called to see me in company with Mr. Becker and presented a petition for Receiver. Mr. Bolte told me that if I looked favorably upon the petition and decided that a Receiver should be appointed, that they intended to suggest as Receiver Mr. Pancoast of Woodbury and as his attorney, Mr. J. Mercer Davis, a member of the New Jersey Bar and brother of Judge Davis. I stated that I would not make these appointments, that I felt there were plenty of local men competent and capable for the jobs. I finally stated that I might possibly consider appointing Mr. Pancoast as Receiver, but that in any event, the attorney for the Receiver, which is really the key position, must be a local man of my own selection. A day or two later, I was advised that the petition for Receiver would not be pressed and no Receiver was ever appointed. On the same day that the petition for Receiver was presented, about twelve o'clock noon, I received a telephone call from Judge Davis in which he said that he had heard that the fish were biting in the Mullica River and

wanted to know if I could go fishing with him the next day. I told him that it would be impossible for me to do so. I also told him that an application had just been made to me for Receiver in a matter in which his brother's name had been suggested to me as attorney for the Receiver and that I had refused to make the appointment. That I felt that this was to his best interest and that I would explain to him my reasons when I saw him.

On the same day or a day or two later, Mr. Bourgeois, one of the attorneys of record for the bankrupt called to see me relative to the deposit for idemnity and also with respect to the fixing of the day for first meeting of the creditors of Wm. Fox. During the course of this conversation, he said to me "Steedle, I want you to understand my position in this matter. A short time ago, I met Mercer Davis in Broad Street Station. He told me that Fox was about to file a petition in Bankruptcy and that his brother, Judge Davis, wanted me to represent him. I, of course, agreed to do so."

On June 30th, I was invited to go fishing with Judge Davis which I did. On the way out to the fishing grounds, Judge Davis said to me, "Mr. Steedle, wouldn't you like to be a Judge?" I told him that like all lawyers, I naturally had ambitions along that line. In fact, I felt that such legal qualifications and ability that I might have were along judicial lines, but that I realized that judgeships were becoming more and more a matter of politics and since I had never participated in politics and had no political backing whatsoever, I knew that I had not the slightest possible chance of ever becoming a judge. He said, "I would not be so sure of that if I were you." He then told me that he was eligible for retirement and that since he did not have to retire, he was in position to insist upon the naming of his successor and that he would like to see Judge Avis succeed him on the Circuit Court bench and that I then take Judge Avis' place. I did not comment on this.

Amici Exhibit 147

Later on this same trip, Judge Davis brought in Morgan Kaufman's name, told me what a fine young man he was, that he was a wizard on stock transactions and told me of instances where he had made money for Judge Davis. He then told me that he was going to have Kaufman buy something for me and make me some money.

On this same trip, Judge Davis also brought up the subject of the case of O'Keefe, Receiver vs. W. Elmer Brown, Jr., which was then pending before the Circuit Court of Appeals. He said that the sympathies of the Court were with Brown but they felt that his pleadings were not in shape to warrant a decision in his favor. He suggested that what Brown should do would be to apply to have the case remanded and then petition the District Court for leave to amend the pleadings.

On this first fishing trip, the Fox case was, of course, talked about. I told Judge Davis of my reasons for refusing to appoint his brother and that so far as I was concerned, Fox was just another bankrupt, that I expected every bankrupt to comply with the law and that as long as he did so, I would treat him courteously and that Fox would receive the same treatment from me, no more and no less.

The hearings under Section 21A were scheduled to begin on July 6th. A few days before, probably about July 2nd Morgan Kaufman called to see me at my office. He told me that Mrs. Fox had sent for him and that she was very much worried about the whole situation. He then questioned the right to examine into the affairs of All Continent Corporation, stating that Judge Buffington had recently decided against the right to inquire into the affairs of a third person. He then argued with me that the proper course for me to pursue as Referee would be to first examine into the claims of the creditors who petitioned for the 21A examination and determine whether or not they were in fact such creditors and urged that I should follow this course. He then told me that if these claims were thrown out that Fox could readily borrow a couple of million dollars, settle all

of the other claims and clean up the entire matter. Finally to get rid of him, I told him that I would give the question further thought and that attorneys for Fox could make their motion at the time fixed for hearing on July 6th.

Some time in the next five weeks after the first fishing trip on June 30th, there was another fishing trip and also a dinner with Judge Davis. I do not now recall the exact date of this second trip or the dinner. On the second fishing trip, the Fox case was discussed only briefly.

With respect to the dinner, I received a call one evening from Judge Davis stating that he was in Atlantic City and that he would like very much for me to have dinner with him. He asked me to meet him at the Ambassador Hotel at eight o'clock. About ten minutes to eight, I inquired at the desk for the number of Judge Davis' room and was informed that he was not registered there. I accordingly waited around the hotel and about ten minutes past eight o'clock, Judge Davis appeared. He asked me where would be a good place to eat and before I had a chance to suggest a place, he said that he had been told that the Knife & Fork had very good food. We walked down the Boardwalk to the Knife & Fork. I have dined frequently at this place and have always dined on the first floor but Judge Davis led the way upstairs and out on the balcony. As we passed through the dining room on the second floor, I saw the Fox family with Mr. Rosenblatt and nodded to them. So far as I could see, Judge Davis did not give any sign of recognizing the Fox family. After dinner, Judge Davis suggested a chair-ride on the Boardwalk. Judge Davis finally mentioned the Fox case and said that he had been following it in the newspapers. The contention of the bankrupt that the claims of the petitioners for the 21A examination should be first tried out was discussed and Judge Davis intimated that he thought there might be something to it. Just before I left him that evening he said, "I hope to hear that you are working on the hearing of the claims."

Amici Exhibit 147

Early on Sunday morning, August 9th, Judge Davis
lled me and wanted to know if I and my family could have
nner with him and someone else. He arranged to call at
home about one thirty and when he arrived, he had with
n, his daughter, Mary, who was to be married on August
nd and to whose wedding we had received an invitation.
dge Davis and his daughter, Mrs. Steedle, my son and I
l dinner at the Shelvurne Hotel and then went for a chair
e on the Boardwalk. About four o'clock, Judge Davis
ve us home and left to visit some other friends in Ventnor.
ring this trip, there was only a casual reference to the Fox
e.

With my family, I attended the wedding of Judge Davis'
ughter, Mary, at Lawrenceville on August 22nd. Among
se in attendance was Judge Buffington in company with
Kaufman Brothers, Morgan and David. Neither Judge
ffington nor the Kaufmans seemed to recognize me and
nade no effort to seek them out.

On October 4th, there was a hearing in the Fox matter
ing the course of which I announced that I would certify
bert Leitstein, the All-Continent and Fox bookkeeper for
tempt. At the close of the day's session, I returned to my
e and shortly after four o'clock received a telephone call
n Judge Davis stating that he was in Atlantic City and
uesting that I have dinner with him at four-thirty. It
arranged that I should meet him at the Knife & Fork
at that hour which I did and we had dinner together
e. The Fox case was not mentioned until finally Judge
is asked me if I was busy and I, of course, told him that
time had been pretty well taken up with the Fox matter.
said that he had not been following it and expressed
rise when I told him that I had certified Mrs. Fox for
empt and also that very day had also certified Leitstein.
seemed to want to convey the impression that he had no
interest in the case.

Amici Exhibit 148 for Identification
Omitted pursuant to agreement of counsel.

Amici Exhibit 149

ROBERT E. STEEDLE
Referee in Bankruptcy
603 Schwehm Building
Atlantic City, N. J.

Department of Justice

Official Business

Penalty for Private Use, $300

ROBERT E. STEEDLE—PERSONAL

Special Masters Ex. 3

Amici Exhibit 150

AUTHORIZED SIGNATURES OF

Firestone, Mr. Roger S. and/or Mrs. Mary D.

Mr. Roger S. Firestone
Mrs. Mary D. Firestone
Miss

The ST. AUGUSTINE NATIONAL BANK and the undersigned hereby mutually agree that all the notes, drafts, checks or other papers purchased by the Bank from the undersigned, or received by it for credit or collection, from or through the undersigned are purchased or received subject to the actual receipt of proceeds thereof by the Bank, and until that time said paper or the proceeds shall be at the risk of the undersigned, and the Bank shall not be liable for the loss thereof or the default, negligence or failure of its agents, correspondents or others to whom the paper may have been entrusted for collection. The Bank is authorized in its discretion to send any such paper direct to the Bank on which it is drawn, or at which it is made payable, to accept in return the check of any other bank or banks, and to charge to the undersigned's account any paper not actually realized on, any items lost in transit and any bank check on which this bank fails to realize the full amount, or undersigned's pro-rata part of such dishonored bank check received as a remittance for a number of items.

St. Augustine checks will be presented for payment not later than the business day following their deposit, and if dishonored will be charged to depositor's account or presented to him for payment the following day. Liability of endorsers on checks cancelled at Bank's request shall not cease until such items are paid.

The signatures of persons authorized to draw checks which the bank will recognize in payment of funds or for the transaction of other business on accounts of the undersigned are hereby given below.

The undersigned authorizes this bank in its discretion to make the customary service charge against this account.

This 4th day of March 1937

Sign here
Roger S. Firestone
Mary D. Firestone

Business Address

Phone

Residence Address 3 South Street

Phone

(over)

Business Son of Harvey - Mgr. Local Investment Office

Initial Deposit $2175.00

Introduced by Former Banking Connection Miami Beach First National Bank

Affiliation

Reference

Officer Accepting

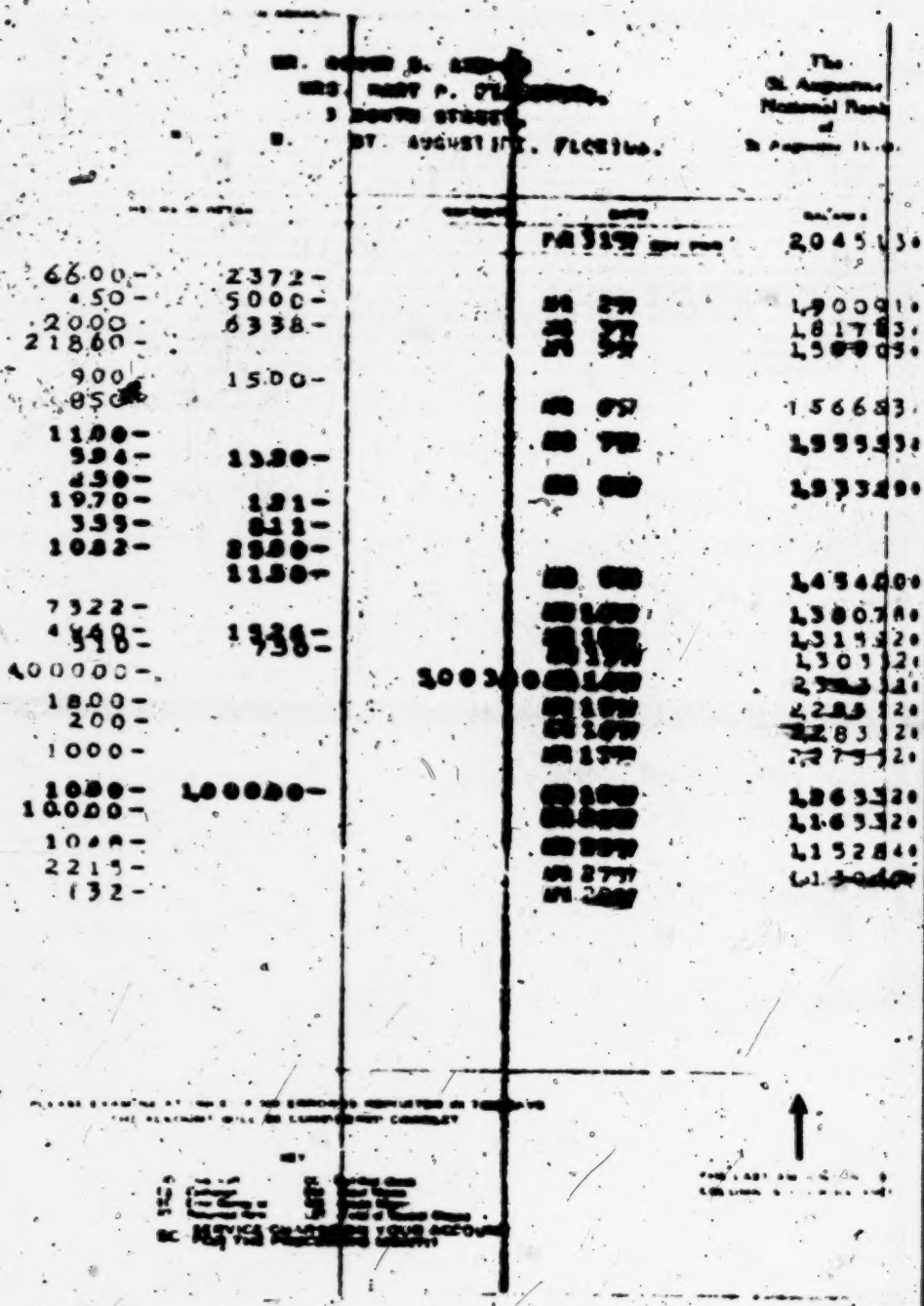
Teller Accepting

Remarks Mail Statement - 3 South St

Date Account Opened March 4 1937

150

Amici Exhibit 151



Amici Exhibit 152

The St. Augustine National Bank

Salem Seville

Deposited by

Ex.

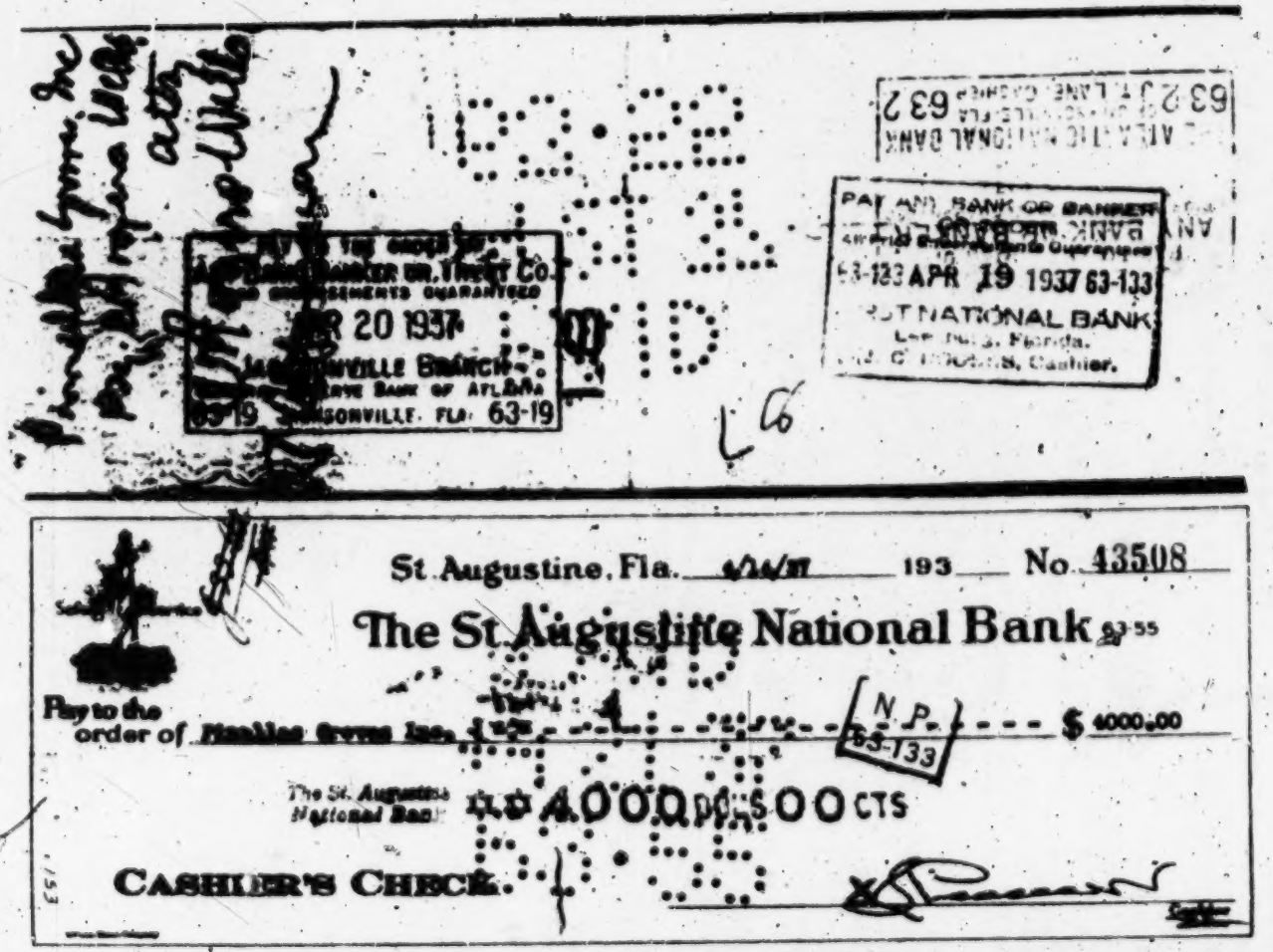
Mary J. Firestone

St. Augustine, Fla., April 14 1937

	DOLLARS	CENTS
Currency	$ 5000	00
Coin		

CHECKS AS FOLLOWS:

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED



St Augustine, Fla. 4/14/37 193 No. 43508

The St Augustine National Bank

Pay to the order of Hamlin Grove Inc. $ 4000.00

N P 63-133

The St. Augustine National Bank 4000 DOLLARS 00 CTS

CASHIER'S CHECK

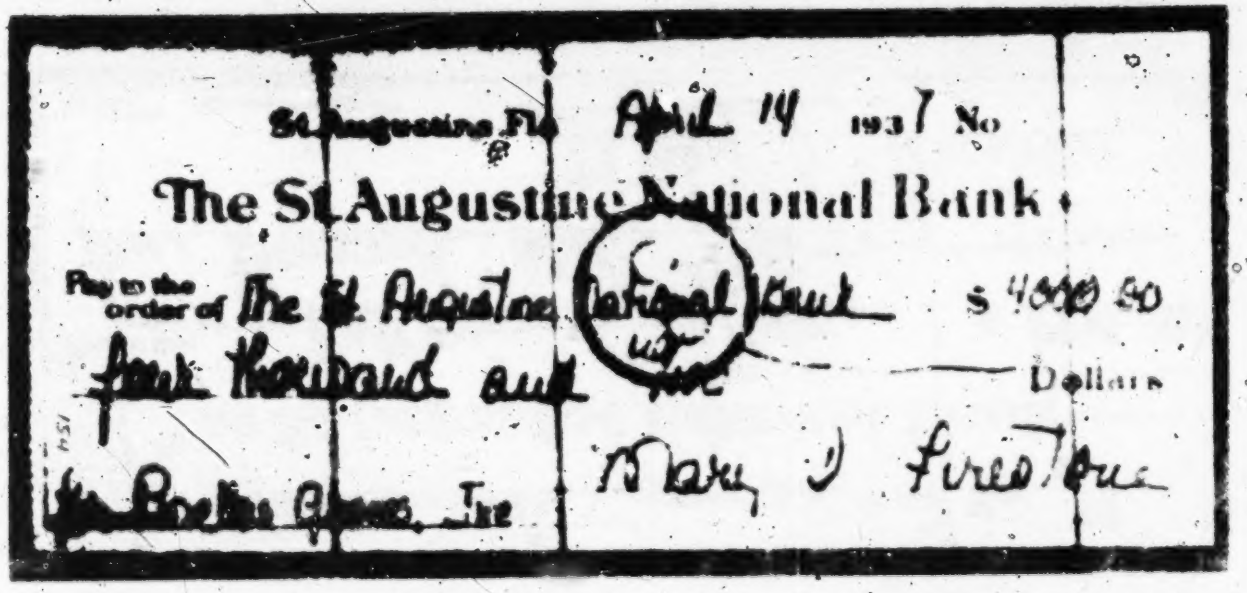
PAY ANY BANK OR BANKER
ALL PRIOR ENDORSEMENTS GUARANTEED
APR 20 1937
JACKSONVILLE BRANCH
63-19 JACKSONVILLE, FLA. 63-19

PAY ANY BANK OR BANKER
63-133 APR 19 1937 63-133
NATIONAL BANK
Lee Road, Florida.
Cashier.

63-2 JACKSONVILLE, FLA. 63-2

Amici Exhibit 153

3052



St Augustine Fla April 14 1937 No

The St Augustine National Bank

Pay to the order of The St. Augustine National Bank $ 4000 50

Frank Howard and Mary J Firestone — Dollars

For Pavilion Shows, Inc

Amici Exhibit 155

TO THE FEDERAL RESERVE BANK (OR BRANCH) OF ATLANTA AT Jacksonville Fla. (Location)

DECLARATION 232025 DATE 4/16/37 19

You are hereby advised that the Hampton Nat Bank (Name of Shipping Bank) of Hampton Va (Location)

has today shipped to you by First-Class Registered Mail, the following described package, or packages, of currency or other valuable securities to be insured under your insurance contract.

GJ-3

	Amount in Each Package
One Package Currency	
One Package Currency	
One Package Currency	
One Package Currency	15750 00
One Package Securities	
One Package Securities	

Total Amount Shipped: 15750 00

We hereby certify and warrant that the contents of the package or packages to be as above described and that the packing and sealing of same was witnessed by the two persons in our employ whose signatures appear below and that the package or packages were delivered to the Post Office by one of the same persons whose signature appears below.

(Signature of Officer of Shipping Bank)

We certify that the contents of the above described package or packages were verified by us, and that we witnessed the packing and sealing of same.

I certify that I delivered the above described package or packages to the Post Office and received the usual receipt for same.

Mail original (white) copy of this declaration to the Federal Reserve Bank of Atlanta, or Branch to which shipment is made, enclose the duplicate (yellow) copy with the shipment and retain the triplicate (pink) copy in this book as your record. The mailing of the original declaration must be done when the shipment is delivered to the post office.

Amici Exhibit 156

30055

Form FRB Serv. 4-34

TO THE FEDERAL RESERVE BANK (OR BRANCH) OF ATLANTA AT Jacksonville Fla
(Location)

DECLARATION 232025

DATE [illegible] 192

You are hereby advised that the Manufacturers Nat Bank of Detroit
(Name of Shipping Bank) (Location)
has today shipped to you by First Class Registered Mail, the following described package or packages of currency and/or other valuable securities to be insured under your insurance contract.

	Amount in Each Package
One Package Currency	
One Package Currency	
One Package Currency	
One Package Currency	15750
One Package Securities	
One Package Securities	

Total Amount Shipped

Ev. 242

6J-2

We hereby certify and warrant that the contents of the package or packages to be as above described and that the persons and sealing of same was witnessed by the two persons in our employ whose signatures appear below and that the package or packages were delivered to the Post Office by one of the same persons who below attests to same.

Mark E Leavell
(Signature of Officer of Shipping Bank)

We certify that the contents of the above described package or packages were verified by us, and that we witnessed the packing and sealing of same

I certify that I delivered the above described package or packages to the Post Office and received the usual receipt for same.

157

Mail original (white) copy of this declaration to the Federal Reserve Bank of Atlanta, or Branch, to which shipment is made, enclose the duplicate (yellow) copy with the shipment and retain the triplicate (pink) copy in this book as your record. The mailing of the original declaration must be done within the shipment to be delivered to the post office.

FORM OF THE BALTIMORE LITHOGRAPHING CO., BALTIMORE, MD.

TO THE FEDERAL RESERVE BANK (BRANCH) AT _____ (Location)
OF ATLANTA

DECLARATION 232025 DATE _____ 193__

You are hereby advised that the _____ of _____
(Name of Shipping Bank) (Location)

has today shipped to you by First-Class Registered Mail, the following described package, or packages, of currency or other valuable securities to be insured under your insurance contract.

	Amount in Each Package	
One Package Currency		
One Package Currency		
One Package Curreney		
One Package Currency		
One Package Securities		
One Package Securities		

Total Amount Shipped	

We hereby certify and warrant that the contents of the package or packages to be as above described and that the packing and sealing of same was witnessed by the two persons in our employ whose signatures appear below, and that the package or packages were delivered to the Post Office by one of the same persons who below attests to that fact.

_____
(Signature of Officer of Shipping Bank)

We certify that the contents of the above described package or packages were verified by us, and that we witnessed the packing and sealing of same

_____ _____

I certify that I delivered the above described package or packages to the Post Office and received the usual receipt for same.

_____ _____

Mail original (white) copy of this declaration to the Federal Reserve Bank of Atlanta, or Branch, to which shipment is made, enclose the duplicate (yellow) copy with the shipment and retain the triplicate (pink) copy in this book as your record. The mailing of the original declaration must be done when the shipment is delivered to the post office.

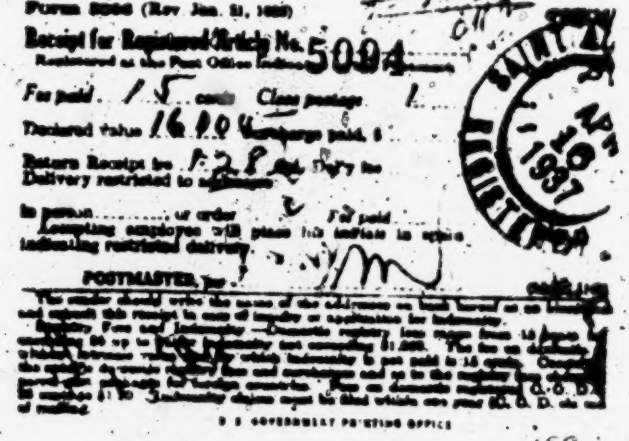
①600lb MFD. BY THE BALTIMORE SALESBOOK CO., BALTIMORE, MD.

512

Amici Exhibit 158

3057

Amici Exhibit 159


Form 3806 (Rev. Jan. 31, 1955)

Receipt for Registered Article No. 5094

Received at the Post Office

Fee paid. 15 cents Class postage

Declared value

Return Receipt fee

Delivery restricted to addressee

In person ... or order Fee paid

Complying employee will please fill in blanks in space indicating restricted delivery.

POSTMASTER, per

APR 1957

159

Amici Exhibit 160

NAME OF ACCOUNT Federal Reserve Bank Atlanta Ga

SHEET NO. 1

DATE 1932		DESCRIPTION	POSTING REF.	CHARGES	✓	CREDITS	✓	DEBIT BALANCE	✓	CREDIT BALANCE
April	8	Fed						174428 12		
	9	Rts	Eff	36669		8000000				
		Dt		1534				16681065		
	11	Rts		7320						
		Rts	Cy	4348		4000000				
		Coll #6037		50000						
		Dt		1744				16344547		
	12	Rts	To Chase	1114.7		1500000				
		Coll #6032		25000						
		T.T from Bennett		10000000				158807844		
	13	Coll #6042		21600						
		Cy	Eff	2200000		20000000				
		Postage	Rt	345		687				
		Rt	Eff	240		6396673				
		Dt	Expense Gen Account	22781		1762		16125700		
	14	Rts	Withdrawn Eff Rts Deposit	8023		3000000		15833723		
	15	Rts		6845						
		Dt		200				15840768		
	16	Cy	Eff	15750000		15000000				
		Postage		242						
		Dt		43398						
		Rt		362						
		Coupons from U.S. Treas Bonds		108875				16069585		
	17	Rts	Eff	200		3500000				
		Rt		1000				15719785		
	19	Rts	Coupons U.S. Treas	5497		499988				
		Coll #6048	Eff	2797		3544821				
		" 6047	Withdrawn Eff Rts Deposit	1508		1800000		15144954		
	20	Cy	Eff	21044400		22085081				
		Postage	To Chase	386		30000000				
		Rts		6290						
		Dt		92						
		T/T		30000000				15047614		
	21	Coll #6052		6491						
		Paid Robt L Millerton		20000						
		Rts		12639				15086744		

SHEET NO _____ 3060

NAME OF ACCOUNT Federal Reserve Bank Atlanta Ga. Amici Exhibit 160 ACCOUNT NO _____

Form W 22 MADE IN U.S.A.

DATE 1927	DESCRIPTION	POSTING REF.	CHARGES	CREDITS	DEBIT BALANCE	CRED
March 27	Fwd				176 98579	
	Coll #6004		84300			
	- 6002		32500			
	"		1600			
	Rto		7062			
	"		28785			
29	"				178 53010	
	Ctf	Certificate Fed Reserve Bank	3443	1387		
30	Rtz		762		178 53828	
	"		3050			
	Postage		337700			
	"		506			
31	Rtz		89555		214 86341	
	Rto		25550			
	"		9270			
	Coll #6013	Dft	618	1500000		
	Rto		3000			
April 1	Rtz		2450		200 27129	
	Rto		64344			
2	Rto		11304		201 02844	
3		Dft	29142	3104702	170 27284	
	Rtz	Int Rec'd Fed Reserve Bank of Atlanta		994422		
5	Rtz		18806		169 48628	
6	Rtz		11067		169 59795	
	Sale N O R B Bills & Mun Bills	Dft	3290	5779097		
	Currency		252708			
	Postage		5289000			
7	Rto		898		167 26534	
	Rto		1700			
	"		84624			
	Coll #6020		250			
	6029		1000			
8	"		30301		167 77447	
	Postage	Dft	1404000	9500000		
	Int		267			
	"		5640			
			6458		174 42812	

1612

1	Fla. Natl. Bk. & T. Co.	Miami	75036		.4
2	— —	—	23092		4.55
3	First Natl. Bk.	—	7742		.1
4		Winter Garden	779		.18
	APR 17 1937				
1	Navy Dept.	Pensacola	1992		.15
2	Treas.	Montgomery	A-601		.1
3	— —	Washington	825		—
4	Vet. Adm.	—	5		—
1	Natl. Bank & Exch. Bldg. Co.	Newark	381463		.18
2	Bk. of the Manhattan Co.	New York	286617		.21
3	Chem. Bk. & T. Co.	—	F-14		.60
4	Co. Res. Bk.	St. Louis	23		.18
5	First Natl. Bk.	Lake City	1686		.11
6	Cit. & Prop. Natl. Bk.	Pensacola	1224		.21
1	Wm P. B. Ott. Natl. Bk.	W. P. Beach	4261		.24
2	Emilie M. C. Rutgers (ASSIGNMENT TO SE)	Miami	15178		.29
3	Coral Gables 1st Natl. Bk.	Coral Gables	6540		.22
4	Mer. Natl. Bk.	Miami Beach	78039		3.31
5	X	St Augustine	5094		2.42
6	Fed. — —	Winter Haven	686		.21
7	— —	Tampa	75158		3.11
8	First —	—	B-219		6.47
9	— —	Bonifay	F-335		.28
10	— —	Clearwater	F-949		.22
11	— —	Winter Garden	802		.18
12	— —	Miami	99200		.80
13	Fla. Natl. Bk. & T. Co.	—	15040		.32
	APR 19 1937				
1	U.S. Treasurer	Tallahassee	K-504		.24
1	Treas. Dept.	Montgomery	11-605		.18
2	— —	Washington	75		—
3	— —	—	82		—
4	— —	—	3		—

APR 17 1937

	1¢	5¢	10¢	25¢	50¢	$1.00	$2.00	$10.00	Misc.	Total
Salaries Treasurer	11672	106000	132000	128000	24000	31500	2000	5000	1654	1 441507
1st Asst Treas		41750	9750	1500					4900	58000
Ex. Camps		1500	1500	1500	15000					19500
Lt. Cug [illegible]		1250	2000	4000			500	6000		15750
Asst. Treas Miami	100				5500	17500				23100
1st Asst Treas. Camps	10000									10000
	17000									17000
Ex. Camps	3700									3700
Cash Dept [illegible]	50					1000			5500	6550
Ex. Asst Treas	2500	11000	6500	5000						25000
[illegible]		500	3000	1000					1000	5000
		500	250						1323	2073
	50		1500	1000	500				64	3114
1st Asst			500						272	777
Asst Treas									11294	
Asst Treas	75	500	1250	1500	2250	4000			9575	
	94515	133000	164250	147200	49250	53500	2500	11000	1719	1449569
Asst Dept	2500	62500	65000							175000
Total	89715	70500	95250	143500	49250	53500	2500	11000	1719	1324569

Amici Exhibit 182

Amici Exhibit 163

GJ-1

...CH FILE COPY

JACKSONVILLE BRANCH
FEDERAL RESERVE BANK OF ATLANTA

2015
No. XXXXXX

Jacksonville, Fla., APRIL 17TH. 1937 193

...AIL TO Spratlin, Harrington & Thomas,
72 Marietta Street, Atlanta, Ga.

INCOMING
XXXXXXXXX Shipments Reported for Insurance.

517

Names and Location of Addressee			Amount or Value of Shipment (Currency and/or Coin)	Amount or Value of Shipment (Securities)
...ATIONAL BANK	LAKE CITY	FLA.		75.00
...ATIONAL BANK	TAMPA	FLA.	25,000.00	
...E NATIONAL BANK	TAMPA	FLA.	10,000.00	
...TIL NATIONAL BANK	MIAMI BEACH	FLA.	22,000.00	
...USTINE NATIONAL BANK	ST. AUGUSTINE	FLA.	15,750.00	
TOTAL			[illegible]	75.00

Shipper will indicate in appropriate column whether shipment consists of currency and coin or securities.

Each (X) may be declared for conveyance at less than their face or intrinsic value but the liability of the insurer is limited to the value at which such shipments are declared.

Shipments made by registered mail or air express will be so indicated.

Cancelled securities shipped in rotary bulk pouches will be so indicated.

Packing and sealing of all shipments must be witnessed by two persons, who will sign the original and copies of this declaration.

...ORIGINAL TO
...ATLANTA, GA.

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

B B Cook

517 163

GJ 4a

	Apr. 16. 37 Cont'd	
1000	1st Illinois	F 00011 101 A
	" "	F 00018 583 A
	" "	F 00022 326 A
	" "	F 00010 376 A
	" "	F 00012 762 A
	" "	F 00027 298 A
	" "	F 00000 158 A
	" "	F 00017 259 A
	" "	F 0000 4 818 A
	" "	F 0000 8 162 A
	" "	F 00013 902 A
	" "	F 00004 893 A
	" "	F 00012 486 A
500	Cent Office Sgt	B 00058 776 A
500	" " "	B 00086 791 A
500	" " "	B 00101 411 A
	April 17-37	
500	St. Aug Unit BB	B 00088 988 A
1000	" " " "	B 00106 582 A
1000	" " " "	X C 00022 287 A
1000	" " " "	X C 00001 221 A
1000	" " " "	X C 00012 037 A
1000	" " " "	X C 00016 293 A
1000	" " " "	X C 00013 944 A
	Apr. 19. 37	
1000	Coll. Sml Rev (all yrs)	F 00012 451 A
	Apr. 20-37	
1000	Bennett Ft. Lauderdale,	K 00004 265 A
	Apr. 21. 37	
1000	Bennett Sgt	F 00018 583 A
1000	"	F 00022 326 A
500	C C	B 00132 893 A
500	C O	B 00034 438 A
"	"	F 00000 796 A
"	"	F 00012 719 A
"	"	F 00081 897 A